STATE OF CALIFORNIA

Department Of Transportation

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 02/21//14

AGREEMENT NUMBER	REGISTRATION NUMBER
06A1942	

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

Penfield & Smith Engineers, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 03/26/2014 or upon Caltrans approval, whichever is later, through 04/30/2017.

3. The maximum amount of this Agreement is: $1,605,612.00
One Million Six Hundred Five Thousand Six Hundred Twelve 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	7	Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1	Page
Exhibit D – Special Terms And Conditions	26	Pages
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Exhibit F – Prevailing Wage Requirements	7	Pages
Attachment 1 – Scope Of Work	33	Pages
Attachment A – Project List	2	Pages
Attachment 2 – Cost Proposal	14	Pages
Attachment 3 – Sample Task Order Format	5	Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1	Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2	Pages
Attachment 6 – Davis-Bacon Federal Prevailing Wage Determinations	62	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")

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

Penfield & Smith Engineers, Inc.

BY *(Authorized Signature)* David Rundle

DATE SIGNED *(Do not type)* 3/20/2014

PRINTED NAME AND TITLE OF PERSON SIGNING

David Rundle, Vice President

ADDRESS

111 E. Victoria Street
Santa Barbara, CA 93101

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY *(Authorized Signature)* Phillip Rodriguez

DATE SIGNED *(Do not type)* 3/24/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Phillip Rodriguez, Branch Chief

ADDRESS

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

California Department of General Services Use Only

☒ Exempt per: PCC 10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

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

B. The services shall be performed at Caltrans' District 5.

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 March 26, 2014 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 April 30, 2017. 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: Stephanie Rodriguez	Consultant Contract Manager: Justin Height
District/Division: Program Project Management/Consultant Services Unit	Office/Branch:
Address: 2015 E. Shields Ave.	Address: 210 East Enos Drive, Suite A
Fresno, CA 93726	Santa Maria, CA 93454
Phone: 559-243-3472	Phone: 805-925-2345 x121
Fax: 559-243-3426	Fax: 805-925-1539
e-mail: Stephanie.Rodriguez@dot.ca.gov	e-mail: jph@penfieldsmith.com

F. Work Guarantee

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

G. Licenses and Permits

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

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

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

II. COMPENSATION AND PAYMENT

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

B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.

C. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

D. A mistake, inadvertence, or neglect by the Consultant in failing to pay the correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against Caltrans on the Agreement.

E. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.

1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.

2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

F. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See http://www.dot.ca.gov/hq/asc/travel/ch12.htm. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

G. Progress payments:

1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.

2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.

H. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.

I. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.

J. Invoices shall be submitted showing the Caltrans 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.

K. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

L. The sample invoice format can be found at http://caltrans-opac.ca.gov/aeinfo.htm**.** Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
Central Region – District 6
Attn: Stephanie Rodriguez
2015 E. Shields Ave.
Fresno, CA 93726

M. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified time frames. Accordingly, the invoices for approved monthly services must be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding, Caltrans will reduce the payment on the invoices in the amount of the loss.

N. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.

O. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

P. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed $1,605,612.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

Q. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed $5,000.00.

R. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.

S. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

the Consultant's and/or Subconsultants' in-house developed ICRs 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.

T. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:

1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.

2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.

3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and

4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

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

U. At the discretion of Caltrans, the indirect cost rate(s) and related Independent CPA workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and the CPA's compliance with 48 CFR, Part 31 and related laws and regulations, compliance with Government Auditing Standards, and to determine if the audit report format is acceptable.

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

III. COST PRINCIPLES

A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.

B. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

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

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.

B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.

C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.

B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, any Subconsultant, and by extension, the Consultant's Independent CPA, 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
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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, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and 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, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

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

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obligation from the State's obligation to make payments to the Consultant.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.

C. Any subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants unless otherwise noted.

D. Contractor shall pay its Subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.

E. Any substitution of Subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant.

XIV. EQUIPMENT PURCHASE

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

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

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information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of $5,000.00 or more. In addition, theft-sensitive items of equipment costing less than $5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.

D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.

E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000.00 is credited to the project.

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

XV. INSPECTION OF WORK

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

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B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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

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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. 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 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

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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 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

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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.

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

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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 avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are

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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.

XX. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.

C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

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

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XXI. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.

E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.

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

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.

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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 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.

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XXX. CONFLICT OF INTEREST

A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.

B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. All consultant personnel are required to complete security and privacy awareness training each year. See http://itsecurity.dot.ca.gov/training.

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

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

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Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed $100,000.00, and that all such subrecipients shall certify and disclose accordingly.

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.

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B. Code of Business Ethics and Conduct

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

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

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

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

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

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

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(4) Disciplinary action for improper conduct.

D. Subcontracts

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

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

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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 or 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 or 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.

FM 94 1984M

EXHIBIT E
ADDITIONAL PROVISIONS

I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR DBE PARTICIPATION

A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.

B. A DBE is a firm that has been certified as a DBE as specified in 49 CFR 26. Only the participation of certified DBEs will count toward any contract goal.

C. The contract goal for DBE participation for this Agreement is fifteen percent (15) %. 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

EXHIBIT E
ADDITIONAL PROVISIONS

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.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

I. STATE PREVAILING WAGE RATES

A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. (http://www.dot.ca.gov/hq/construc/LaborCompliance/LCO_District_Map.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

C. Payroll Records

1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty or perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

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b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by Caltrans representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

   c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security

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

5. The Consultant shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to Caltrans, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

E. Penalty

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

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2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

   a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

   b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant’s failure to pay the specified prevailing rate of wages to the Subconsultant’s workers,

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

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

5. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

F. Hours of Labor

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

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

G. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds $30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

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

II. FEDERAL PREVAILING WAGES

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

B. Federal Requirements

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

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2. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.

C. When prevailing wage rates apply, the Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

D. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

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

SCOPE OF WORK/DELIVERABLES
Central Region - District 5
Land Surveying and Right of Way Engineering Services
On-Call Contract

A. Purpose of Work

The Consultant shall perform professional and technical services required for Land Surveying and Right of Way Engineering Services, on an "as-needed" basis to support Department of Transportation (Caltrans) in the development and construction of proposed Caltrans transportation facilities. The Caltrans Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders describing in detail the services to be performed. Consultants shall only perform work that is assigned in an authorized Task Order, and this Agreement does not guarantee that any Task Order shall be issued. The Consultant may provide land surveying and right of way engineering consultant services including, but not limited to, preparation and maintenance of survey documents, including, but not limited to, compiling and maintaining survey field notes, maps, drawings, and other survey documents.

B. Location of Work

The Land Surveying and Right of Way Engineering Services work shall be performed on projects to improve the State transportation system within the boundaries of Caltrans District 5 which includes the following California Counties: Monterey, San Benito, San Luis Obispo, Santa Barbara and Santa Cruz. Within the above-described geographic limits, the specific location of the work to be performed shall be identified in each Task Order. It may become necessary for Caltrans projects to extend into another adjoining District (Districts 4, 6, 7 and 10). In such instances, the project work shall not extend more than a ten (10)-mile radius from the boundary.

C. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide Land Surveying and Right of Way Engineering Services within the above geographical limits, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary, to satisfy all appropriate agencies and required to ensure compliance with all applicable Local, State, and Federal statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. Provided in Attachment "A" is a list of proposed Caltrans projects, which have anticipated needs, for

Caltrans, however, this list is not exclusive and it does not constitute a commitment that the projects will be initiated or completed. Caltrans reserves the right to add/or delete projects from this list. Caltrans intends to utilize this Agreement to complete a specific piece of work as long as it is located within Location of Work in this Agreement utilizing the services described by this Scope of Work as specified in this Agreement, detailed in a Task Order.

In the future, Caltrans may find it necessary to create a separate agreement (or agreements) that involves a specific project listed in this Agreement and includes part of the work contained in this Agreement. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects or unlisted projects within the above-described geographical area involving in whole or in part the same work using a project-specific agreement if the schedule to complete performance of the specific project extends beyond the term of this Agreement or the cost to complete the specific project exceeds the dollar balance remaining in the Agreement after accounting for amounts due to the Consultant for work previously performed. Should a project-specific agreement be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, section III of this Agreement, Caltrans shall terminate for convenience the portion of the Agreement that includes the common scope of work identified in the project-specific agreement per Exhibit D, section III of this Agreement. Such partial termination for convenience shall be processed by amendment to this Agreement. Unless otherwise required by law, regulation, or Caltrans policy or procedure, the Consultant may compete for these project-specific Agreements.

2. The proposed projects may vary in scope and size, and may encompass any type of improvement for the State transportation system including, but not be necessarily limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, and scope of work to be performed shall be described in each Task Order.

3. The Consultant shall prepare the required deliverables, backup documents, other documents, and other items under this Agreement according to requirements of this Agreement and applicable Caltrans Manuals for the Land Surveying and Right of Way Engineering Services work.

4. The Consultant shall be required to work with other Caltrans Functional Units as directed by the Caltrans Contract Manager.

5. The Consultant shall work closely with the Caltrans Contract Manager and designee designated in the Task Order.

6. As directed and as a first order of work, the Consultant shall prepare and update a comprehensive Critical Path Method (CPM) network and the Caltrans Work Breakdown Structure (WBS) for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule as well as other relevant data to monitor project progress, Consultant's work control, and Caltrans review of work status. 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.

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 Agreement and (b) the rendering of the services if approved in advance by the 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 Agreement. The Consultant shall not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described in this Contract Agreement and included in the executed Task Order. The Consultant is responsible for ensuring that Task Orders include any incidental non-A&E services. Services to train Caltrans staff shall not be provided by the Consultant under this Agreement.

D. Workplan Standards Guide Codes

Task Orders are based on the Caltrans Workplan Standards Guide (WSG). The latest 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 Work Breakdown Structure (WBS) shall apply during the life of this Agreement. The WBS activities represent the potential and related work activities that the Consultant may be required to perform under this Agreement which include the following:

WBS Code	WBS Description
100	Perform Project Management
100.10.05	PA&ED Component Initiation and Planning
100.10.10	PA&ED Component Execution and Control
100.10.15	PA&ED Component Close Out
100.15.05	PS&E Component Initiation and Planning
100.15.10	PS&E Component Execution and Control
100.15.15	PS&E Component Close Out
100.20.05	Construction Component Initiation and Planning

100.20.10	Construction Component Execution and Control
100.20.15	Construction Component Close Out
100.25.05	Right of Way Component Initiation and Planning
100.25.10	Right of Way Component Execution and Control
100.25.15	Right of Way Component Close Out
160.10.45	Utility Locations Determined for Preliminary Engineering
160.20.25	Existing Records
160.20.30	Land Net Surveys
160.20.35	Land Net Map
160.20.40	Right of Way Engineering Products
160.20.50	Control Surveys
160.20.55	Photogrammetric Maps and Products
160.20.60	Engineering Surveys
160.20.65	As-Built Centerline Surveys
160.20.70	Pavement Surveys
160.30.10	Surveys and Mapping for Environmental Studies
185.10.50	Control Surveys
185.10.55	Photogrammetric Maps and Products
185.10.60	Engineering Surveys
185.10.65	As-Built Centerline Surveys
185.10.70	Pavement Surveys
185.20.40	Utility Locations Determined for Design
220.05.05	Existing Records
220.05.10	Land Net Survey
220.05.25	Monumentation Perpetuation Record of Survey
220.10	Land Net Map
220.15.05	Appraisal Map
220.15.95	Other Maps
220.20.05	Deeds
220.20.15	Resolution of Necessity Package
220.25.05	Director’s Deed Package
220.25.95	Other Deeds and Documents
220.35.05	Flagged Right of Way (Includes Utilities)
220.35.10	Staked Right of Way
255.35.10	Construction Staking Package
255.35.20	Project Control for Construction
255.70	Right of Way Engineering Products
270.10.10	Construction Staking Package
270.10.20	Project Control for Construction
270.15.15	Slope Stakes
270.15.25	Rough Grade Stakes
270.15.30	Final Grade Stakes
270.15.35	Drainage and Minor Structure Stakes

270.15.50	Miscellaneous Stakes (includes Utilities)
270.15.55	Photogrammetric Product for Construction
270.15.60	Ground Stakes for Major Structure
270.15.65	Superstructure Stakes for Major Structure
270.20.50	Technical Support
270.25.15	Pre-Construction Meeting
285.10.05	Field Surveys for Contract Change Order
285.10.10	Staking for Contract Change Order
285.10.15	Other Functional Support
300.05.05	Right of Way Monumentation Survey
300.05.10	Filed Monumentation Record of Survey
300.10	Trial Exhibits and Testimony
300.25	Relinquishment and Vacation Maps
300.30	Deed Package for Excess Land Transactions
300.35	Right of Way Record Map

The anticipated work for WBS code 160.20.55, 185.10.55 and 270.15.55 shall be limited to field surveys and related office processing for aerial mapping control placement and positioning.

E. Schedule of Performance/Period of Performance

This is a 3-year Agreement. Task Orders shall be issued and executed throughout the duration of this Agreement. Task Orders shall be completed in the timeframe stated in the Task Order and prior to the expiration of the Agreement.

Caltrans and the Consultant shall develop and agree to a schedule for the services and deliverables to be completed and delivered. All deliverables shall satisfy the Standards set forth in order to be accepted for payment.

Services and deliverables identified in a Task Order shall be completed and delivered as required by the respective Task Orders.

F. Personnel Requirements

1. The Consultant, including the prime Consultant and all Subconsultants, shall throughout the life of the Agreement, retain within its firm, a staff of people who shall be properly licensed and certified in accordance with the laws of the State of California and qualified to perform all aspects of the required Land Surveying and Right of Way Engineering Services work described in this Agreement and all work specified in a Task Order.

The Consultant shall be prepared to provide additional personnel, as necessary, during the period of performance of this Agreement to accommodate Land Surveying and Right of Way Engineering Services work.

2. The Consultant's personnel shall be capable, competent, and experienced in performing the types of Land Surveying and Right of Way Engineering Services work in this Agreement with minimal instructions. Personnel skill level should match the specific classifications and task complexity. The Consultant's personnel shall be knowledgeable of, and comply with, all applicable local, State and Federal regulations.

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 modifications 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 for the work being performed.

4. Consultant Contract Manager:

The Consultant Contract Manager shall coordinate the Land Surveying and Right of Way Engineering Services related matters as specified at the bottom of this section, "items a-o" and Consultant's operations under this Agreement with the Caltrans Contract Manager.

The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a contract manager for similar Land Surveying and Right of Way Engineering Services contracts. The Consultant Contract Manager shall be an employee of the prime Consultant.

The Consultant Contract Manager shall be a Registered Land Surveyor licensed in the State of California or A pre-January 1, 1982 Registered Civil Engineer licensed in the State of California to perform the tasks described in this Agreement and in the Task Orders, shall be in good standing with the Board of Registration at all times during the Agreement period.

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

a. Ensuring that deliverables are clearly defined, acceptance test and criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
b. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
c. Assigning qualified personnel to complete the required Task Order work as specified on an as-needed basis in coordination with the Caltrans Contract Manager.
d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
e. Maintaining organized project files for record tracking and auditing.
f. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
h. Assuring that all safety measures are in place.
i. Providing invoices in a timely manner and providing monthly Agreement expenditures.
j. Reviewing invoices for accuracy and completion before billing to Caltrans.
k. Managing Subconsultants.
l. Managing overall budget for Agreement and provide report to the Caltrans Contract Manager.
m. Monitoring and maintaining required DBE involvement.
n. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
o. Knowledge and familiarity with prevailing wage issues and requirements in State of California.

5. Consultant Personnel and Team Member Qualifications

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

6. In responding to Caltrans' Task Order and in consultation with the Caltrans Contract Manager, the Consultant 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 required by this Agreement.

7. The Consultant's personnel shall typically be assigned to and remain on specific Caltrans projects until completion and acceptance of the deliverable by Caltrans.

Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the deliverable by Caltrans.

8. 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 written approval.

9. Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the Caltrans Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Caltrans Contract Manager within one week of receiving the request.

   The Caltrans Contract Manager may interview the Consultant's personnel for the qualifications and experience. The Caltrans Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Caltrans Contract Manager within one week of receiving the request.

   The Caltrans Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Caltrans Contract Manager may reject any Consultant personnel determined by the Caltrans Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the 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 shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager. The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Caltrans Contract Manager. The removal or replacement of personnel without the written approval from the Caltrans Contract Manager shall be violation of the Agreement and may result in termination of the Agreement per Exhibit D, Section III, Termination. Invoices with charges for personnel not pre-approved by the Caltrans Contract Manager for work on the Agreement and each Task Order shall not be reimbursed.

10. When required by the Caltrans Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns

to work from 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, at no additional cost to Caltrans. Substitute personnel shall receive prior approval from the Caltrans Contract Manager to work on this Agreement.

11. In this Agreement, a person who is authorized to review and approve Consultant Land Surveying or Right of Way Engineering deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Land Surveying or Right of Way Engineering responsible person. All deliverables under this Agreement not fully approved by Caltrans bearing the signature of the Land Surveying or Right of Way Engineering responsible person who is no longer employed by the Consultant or its Subconsultants shall be replaced by deliverables under this Agreement bearing the signature of a qualified replacement Land Surveying or Right of Way Engineering responsible person who is currently employed by the Consultant or its Subconsultants. In such an event, no additional time and/or cost shall be allowed to the Consultant without prior written approval of the Caltrans Contract Manager.

12. The Land Surveying or Right of Way Engineering responsible person signing deliverables under this Agreement shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.

13. All of the Consultant's work shall be conducted under the direction of the Consultant Contract Manager who shall have the appropriate experience as described in this Agreement. All deliverables under this Agreement requiring the Land Surveying or Right of Way Engineering responsible person's signature, shall be produced by the Consultant staff having appropriate experience, and signed by a Land Surveying or Right of Way Engineering responsible person.

14. Other project staff not identified shall also satisfy appropriate minimum qualifications. Caltrans' prior written approval is required for all staff not identified on the Consultant's organization chart or the Consultant's cost proposal.

15. The Consultant's timesheet/expenses shall be approved by the Caltrans Contract Manager before submitting timesheets or expense reimbursement requests for payment.

16. Party Chiefs and Office Chiefs/Project Surveyor:

Party Chiefs and Office Chiefs/Project Surveyor shall fulfill one of the following licensing requirements:

a. A Registered Land Surveyor licensed in the State of California.

b. A pre-January 1, 1982, Registered California Civil Engineer licensed in the State of California.

c. Union-certified party chief/journeyman working under the direction of a Professional Land Surveyor or pre-January 1, 1982 Registered Civil Engineer licensed in the State of California.

d. Project Surveyor: The duties of the licensed Land Surveyor in the office include, but are not limited to: prepare survey requests and supporting information for the field survey; analyze, reduce and/or adjust field survey data to produce maps, reports, digital terrain models, project control maps, and related documents to determine property and right of way boundaries; and, research public records from counties, cities, utilities, and other agencies to produce, signs and seals, documents and maps defining the existing location of, acquisition of, and disposal of State Right of Way, including but not limited to: legal descriptions, acquisition deeds, Resolutions of Necessities (Condemnation), land net maps, appraisal maps, relinquishment or vacation maps, federal application maps, final record maps and Record of Surveys Map.

e. Party Chief: The duties of the Survey Party Chief include, but are not limited to: Plan, coordinate and direct the daily operations and/or assignments of a field survey crew, oversees tailgate safety meetings every 10 working days or more often as the work location requires, insures the crew is working in a secure and safe manner; direct the survey field crew in procedures to be used in fieldwork that conform with the Caltrans Surveys Manual; verify project datum's and project control; check the accuracy of the survey data collected and construction stakes set; and produce a daily Field Surveys Party Report, which verifies the crew time and project charges.

17. Surveying Assistants:

The Survey Assistant shall fulfill one of the following requirements:

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a. Possession of a valid Land Surveyor in Training license issued or accepted by the California State Board of Registration for Professional Engineers and Land Surveyors.

b. Union-certified journeyman working under the direction of licensed land surveyor or pre-January 1, 1982 Registered Civil Engineer licensed in the State of California.

The Survey Assistants to the Party Chiefs and Office Chiefs/Project Surveyor shall be capable of assisting in all required office Surveying, Right of Way Engineering work and associated field and office surveying work, able to perform difficult survey and complex professional land surveying work involving responsible charge duties in the field or office with little direct supervision. Duties include, but are not limited to, preparing right-of-way maps using Computer-Aided Design (CAD), maintaining right-of-way records, do research and compile a wide variety of data from public records and other sources using both manual and computerized processes and survey support.

18. Instrumentman

The Instrumentman shall fulfill one of the following:

a. Union-certified instrumentman.
b. Possession of a valid Land Surveyor in Training license issued or accepted by the California State Board of Registration for Professional Engineers and Land Surveyors.

19. Rodman/Chainman

The Rodman/Chainman shall fulfill one of the following:

a. Union-certified Rodman/Chainman
b. Possession of a valid Land Surveyor in Training license issued or accepted by the California State Board of Registration for Professional Engineers and Land Surveyors.

A Rodman/Chainman may be used to augment a party that is comprised of at least one (1) Party Chief and one (1) instrumentman as the project task workload dictates, and as preapproved by the Caltrans Contract Manager.

20. Minimum Requirements for Survey Party Membership:

Unless otherwise specified in the Task Order, each survey party shall consist of a party chief and up to three (3) assistants, except when additional party members are required for safety.

a. Each Party Chief shall be knowledgeable and experienced in the following:
    i. Plane and geodetic surveys.
    ii. Equipment used in surveying for transportation facilities.
    iii. Computers and their applications.
    iv. Principles of effective communication and supervision.
    v. A Supervisor’s role in safety matters.

vi. Experienced in construction surveys.

b. At least one (1) assistant to the party chief shall be capable of assuming temporary leadership of the survey party in emergencies.

c. No more than one (1) member of the survey party shall have less than one (1) year of surveying experience.

21. It is expected that a majority of the work (≥50%) shall be completed as staff augmentation, in which the Consultant provides staff to augment the District's field survey crews or Right of Way Engineering personnel.

Most Consultant personnel shall be assigned in the "field" at Caltrans facilities for an extended period.

All Consultant personnel working in a staff augmentation role are required to complete security and privacy awareness training each year. See: http://itsecurity.dot.ca.gov/training

G. Consultant Availability and Work Hours

1. The Consultant shall begin the required Land Surveying and Right of Way Engineering Services work within two (2) working days or per the Task Order after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the Caltrans Contract Manager. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager.

2. Land Surveying and Right of Way Engineering Services work shall not be performed when conditions prevent a safe and efficient operation.

3. The Consultant Contract Manager, Task Order Manager, and Key Personnel shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours or after hours as required by the Caltrans Contract Manager.

4. The typical workday includes all hours worked identified in the Task Order and also as directed by the Caltrans Contract Manager. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, the normal workweek shall consist of forty (40) hours. Field surveyors shall either work a 5 days 40 hours, 4 days 40 hours, or 9 days 80 hours to match Caltrans' operational needs as specified in the individual Task Order.

5. The Caltrans Contract Manager may direct the Consultant's employees to work overtime. All overtime shall be pre-approved by the Caltrans Contract Manager.

Overtime shall be worked only when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.

H. General Requirements

1. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this Agreement. In instances where the Consultant believes a better standard solution to a task being performed or a issue being addressed is possible, the Consultant shall promptly notify the Caltrans Contract Manager of these concerns, together with the reasons therefore. However, Caltrans shall make all final decisions on the scope of the Consultant's activities and investigations.

2. For each Task Order, the Consultant shall carry out instructions as received from the Caltrans Contract Manager, and shall coordinate activities and work closely with multiple stakeholders including, but not be necessarily limited to, Caltrans' various functional units, Caltrans' project managers, other entities with an interest in the project, other consultants, other contractors, and firms contracted by Caltrans working on the same projects or adjacent projects. In the event an instruction or direction is unclear to the Consultant, the Consultant shall ask the Caltrans Contract Manager to clarify the instruction or direction. Land Surveying and Right of Way Engineering Services work is a critical element of project planning and construction schedules and shall be accomplished in a timely fashion. Projects have complex and overlapping schedules and therefore Project work may have overlapping and parallel (not serial order) schedules.

I. 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 Land Surveying and Right of Way Engineering Services work required by 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, calculators, data collectors and their necessary attachments and accessories.
c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing deliverables. This includes, but not be necessarily limited to:

i. Microsoft Office Software (such as, but not limited to, Word, Excel, PowerPoint)
ii. Processing digital terrain models in Caltrans' approved roadway design format (CAiCE, AutoCAD Civil 3D).
iii. Coordinate geometry calculations. This software shall use/create coordinate geometry databases; naming and coding conventions in the Caltrans approved formats (CAiCE, AutoCAD Civil 3D).
iv. Reducing survey data.
v. Performing network adjustments for vertical and horizontal control surveys.
vi. Formatting survey data and digital terrain models to the formats used by Caltrans' computerized survey and design systems.
vii. MicroStation
viii. Processing data from specialty surveying technologies.
ix. Formatting collected and compiled data to the formats used by Caltrans' information systems.
x. Additional compensation will not be allowed or provided for any conversion to Caltrans approved format.
xi. Failure to provide deliverables in the appropriate format shall be considered failure to complete work and no compensation shall be provided until the deliverables are received in the correct version.

d. Reference material, or other tools, used in providing deliverables.

e. Caltrans shall not purchase any hardware, software, or other equipment (including, but not limited to, batteries, paper, and office supplies) that may be required for the Land Surveying and Right of Way Engineering Services Consultant to perform work required in this Agreement. The Caltrans Contract Manager shall approve any Land Surveying and Right of Way Engineering Services Consultant's request for electronic connections and compatibility with current Caltrans Windows-based networks and programs in writing prior to the use and/or installation of any electronic hardware and/or software.

f. Computer Aided Drafting equipment and software capable of producing surveying and Land Surveying maps, drawings, and documents in the Caltrans approved format (Microstation, CaiCE, AutoCAD Civil 3D,).

2. Field Equipment and Supplies:

Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals. (See Section K.) The tools, instruments, equipment, materials, supplies, and safety equipment for each Land Surveying and Right of Way Engineering Services field staff shall include, but not be limited to, the following, if required by the Task Order:

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, supplies, and safety equipment required for the efficient operation of a Land Surveying and Right of Way Engineering Services field staff. Each vehicle shall have a load carrying capacity of 1500 pounds of materials and equipment. Each Vehicle shall have sufficient ground clearance to safely maneuver through highway construction sites while fully loaded with equipment and materials. 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 shall 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, cell phone.

d. Hand tools as appropriate for the requested field staff work.

e. All necessary safety equipment including fire extinguisher, hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests as appropriate for the requested Land Surveying and Right of Way Engineering Services fieldwork to be performed safely and efficiently within operating highway.

f. Traffic cones, at least 25, for traffic control as necessary. Such cones shall be 28 inches, minimum, in height.

g. Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested field staff work.

h. Leveling instruments and equipment:

i. Photo target templates

j. Leveling instruments and equipment:

   i. Self-leveling/Digital level or electronic bar code level rod capable of achieving the precisions stated in the Caltrans Survey Manual Surveys Manual: http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

   ii. Suitable leveling rods for the work to be performed.

k. A Total Station Survey System consisting of:

   i. An electronic angle measuring instrument that has a manufacturer's listed accuracy for the direct circle reading of the horizontal and vertical angles of 3 seconds or better.

   ii. An electronic distance measurer that has a manufacturer's listed accuracy of 5-millimeters plus/minus 3 ppm or better.

   iii. Prior to the commencement of the first Task Order for construction staking or topographic surveys, Consultant shall have a data

collector compatible and interchangeable with Caltrans' standard Trimble Data collector.

iv. Total station survey system shall be capable of producing reports sufficient for Quality Assurance purposes.

l. Dual frequency Global Positioning System (GPS)/Global Navigation Satellite System (GNSS) Equipment: GPS/GNSS equipment shall be used when required by the task order or the Caltrans Contract Manager.

i. GPS/GNSS receivers and antennas suitable for the specific survey.

ii. GPS/GNSS antennas with ground planes as specified in the Caltrans Survey Manual.

iii. Fixed-height tripods as specified in the Caltrans Survey Manual.

iv. Real Time Kinematic (RTK) or Real Time Network (RTN) GNSS system equipment consisting of a base station, base radio, and a rover unit.

3. The Consultant shall not be reimbursed separately for tools of the trade including, but not limited to, the above-mentioned equipment.

4. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation, Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

J. Consultant Reports and/or Meetings

1. Progress reports shall set forth a schedule of Task Order milestones, the current status of progress toward each milestone (including, 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.

2. 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. If applicable, progress reports shall include actual DBE or DVBE participation on a monthly and cumulative basis.

3. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.

4. The Consultant Contract Manager shall be responsible for drafting of the minutes of the meetings and submit them to the Caltrans Contract Manager within one (1)

week of the meeting for review and comment. The Consultant Contract Manager shall distribute a final version of meeting minutes within two (2) calendar days of final approval.

5. Consultant shall be available, on two (2) day(s)' 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 Land Surveying and Right of Way Engineering Services expert is required; to participate in any public hearings necessary for a Project; and to provide technical expertise on an "as-needed" basis.

6. The survey party chief for each Consultant's survey party shall prepare a daily "Survey Party Report." The reports shall be prepared on Caltrans-provided forms and shall be prepared daily at the end of the day's work.

7. The office squad leader for each Consultant's office squad shall prepare a weekly "Office Survey Report." The report shall be prepared weekly at the end of the week's work.

8. The Consultant shall provide a monthly Task Order Summary Report detailing all work performed under each Task Order. This report should coincide with the dates covered by the monthly invoice period of performance. The report should be included with the invoice submittal.

K. Standards

1. All work shall be performed in accordance with all applicable Local, State, and Federal statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, including latest Caltrans regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, 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; the terms and conditions of this Agreement, and current Caltrans Manuals and their current revisions. Work not covered by the "Manuals" shall be performed as specified in the Task Order. If no standards exist, Task Orders may call for the development of new standards.
   a. The Consultant is responsible for obtaining, at its expense, all necessary manuals, reference documents, and other materials.
   b. All work shall comply with the requirements of current Caltrans Manuals and their current revisions. Caltrans Manuals generally may be purchased

from the Publication Distribution Unit. The Publications staff may 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 the 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' regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memos, methodologies, and other informational or directive publications, are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.

2. Manuals, Documents, and Websites

The following manuals, documents and links to internet sites are referenced in association with the Land Surveying and Right of Way 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.

a. Caltrans' Internet Home Webpage:
http://www.dot.ca.gov/
Plans Preparation Manual:
http://www.dot.ca.gov/hq/oppd/cadd/usta/ppman/default.htm
Safety Manual:
http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm
Right of Way Manual:
http://www.dot.ca.gov/hq/row/rowman/manual/index.htm
Surveys Manual:
http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

3. Subject to Caltrans review, approval, and acceptance, Consultant has total responsibility for and shall verify the accuracy and completeness of the deliverables, backup documents, other documents, and other items under this

Agreement prepared by the Consultant or its Subconsultants for the projects as specified in this Agreement and in each Task Order. All deliverables, backup documents, other documents, and other items under this Agreement shall be reviewed by Caltrans for conformity with project standards and the requirements in the Task Order and this Agreement. 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 Subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.

5. The 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 Land Surveying and Right of Way Engineering Services work, the Consultant shall prepare the quality control plan and the minimum standard of work quality and obtain approval from the Caltrans Contract Manager , in effect for each and every Task Order during the entire time the work is being performed under the Agreement. The Consultant shall complete the quality control plan and certify at the completion of work that all measures contained therein were satisfied. Caltrans role shall be limited to technical oversight only and monitoring the Consultant's quality control program. Caltrans shall perform quality assurance on the quality control plan to assure that quality control was satisfied.

   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. The Caltrans Contract Manager shall periodically request evidence that the quality control/quality assurance plan is functioning. All deliverables, backup documents, other documents, and other items under this Agreement submitted to the 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 the Caltrans Contract Manager with the QC/QA plan. The Consultant shall update these documents when directed by the Caltrans Contract Manager. Within thirty (30) days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans Contract Manager a job specific QC/QA plan and staffing plan.

Quality assurance shall be required for Caltrans produced data or data produced by another consultant.

7. The deliverables, backup documents, other documents, and other items under this Agreement shall be of a quality acceptable to the Caltrans Contract Manager. Identify the preparer and the designated reviewers and the criteria for acceptance shall be that the deliverables satisfy the mutually agreed acceptance criteria and tests, and that the work product be of completeness, neat appearance, well organized, technically and grammatically correct, independently checked for error, checked by designated reviewers (Caltrans and Consultant Personnel), conformity to Caltrans Standards, and approved by the Caltrans Contract Manager.

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

8. Additional standards for specific Land Surveying and Right of Way Engineering Services work may be included in the Task Order. If such additional standards conflict with the standards specified in this Agreement, the standards specified in this Agreement shall take precedence over the Task Order standards.

9. Land Surveying and Right of Way Engineering Services and associated work performed by the Consultant shall conform to the requirements of the California Land Surveyors Act, Business & Professions Code §§ 8700 et. seq. The Consultant Personnel in “Responsible charge”, as defined in the California Land Surveyors Act, shall be a Registered Land Surveyor licensed in the State of California or a pre-January 1, 1982, Registered Civil Engineer licensed in the State of California.

L. 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 Land Surveying and Right of Way Engineering Services personnel shall comply with all safety provisions of Caltrans' Safety Manual and Caltrans' Code of Safe Practices: http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm. The Consultant shall comply with all State, Federal, local, Occupational Safety and Health Administration (OSHA) laws, regulations, applicable to the Consultant, regarding safety equipment and procedures (including, but not be necessarily limited to, use and operation).

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 Land Surveying and Right of Way Engineering Services personnel shall wear hard-soled safety footwear, white hard hats, eye protection, hearing 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 the Subconsultant's office, laboratory, and field personnel, including training required for performing Land Surveying and Right of Way 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, Subconsultants, and Subconsultant's personnel in performance of this Agreement.

6. Traffic Control
   a. If specified in the Task Order, Caltrans shall provide Traffic Control to accomplish the work within Caltrans' right-of-way. When Caltrans is to provide Traffic Control, the Consultant shall request the Traffic Control in advance of the work to obtain proper clearance. Limited work hours, night work or weekend work may be necessitated by the closure schedule that is approved by Caltrans for work on State freeways or highways. For work outside of Caltrans' right-of-way, the Consultant shall provide Traffic Control in coordination with the appropriate local jurisdiction and/or private owners.

b. If the Task Order requires the Consultant to provide traffic control or traffic control devices, the Consultant shall fulfill the following requirements:

i. Caltrans' 2010 Standard Specifications (including any future revision to this manual) hereinafter "Standard Specifications": This Agreement cites specific portions of Standard Specifications. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standard Specifications are not applicable to this Agreement. The Standard Specifications is accessible via the internet at http://www.dot.ca.gov/hq/esc/oe/.

ii. Submit a traffic-handling traffic control plan to the Caltrans Contract Manager for review and comment at least ten (10) working days prior to the start of work. The traffic control plan also needs to be provided to Caltrans Permit Office for review and acceptance.

iii. Comply with the traffic control requirements in "Standard Specifications", Section 7 (Public Convenience, Public Safety) and Section 12 (temporary traffic control) and one or more of the following Caltrans Standard Plans, as applicable: Plan No. T10 (Traffic Control System for Lane Closure on Freeways and Expressways); Plan No. T11 (Traffic Control System for Lane and Complete Closures on Freeways and Expressways); Plan No. T12 (Traffic Control System for Lane Closure on Multilane Conventional Highways); Plan No. T13 (Traffic Control System for Lane Closure on Two Lane Conventional Highways; Plan No. T14 (Traffic Control System for Ramp Closures. (Refer to: http://www.dot.ca.gov/hq/traffops/signtech/signdel/stdplans.htm).

iv. Obtain the necessary approvals and encroachment permits.

v. The Consultant shall provide all labor, equipment, and materials that are required for placing, operating, maintaining, repairing, replacing, transporting and removing of traffic control and traffic control devices.

vi. This work includes furnishing, placing and maintaining required signs, safety equipment, and traffic control and warning devices in accordance with the Manual of Traffic Controls published by Caltrans (http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual-current.htm). The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Consultant a Certificate of Compliance in conformance with the provisions in Standard Specifications, Section 6, "Certificates of Compliance," for each type of traffic product

supplied. For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications, Section 6.

vii. Conduct operations so as to offer the least possible obstruction and inconvenience to the public and to have under traffic control no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with a minimum of inconvenience and delay.

viii. Implement protective measures that are necessary to prevent accidents or damage or injury to the public. No operations shall create a condition hazardous to traffic or to the public.

ix. If an accident or other incident (related to or not related to the work being done for Caltrans) occurs within, or close to the work being done for Caltrans, the Consultant shall immediately stop work and remove traffic controls from the highway unless public health, welfare and safety is endangered by unfinished work or by removal of the traffic control devices. After free traffic flow is restored, other work required by the Task Order may be resumed.

x. Enter and leave the highway via existing ramps and crossover in the direction of public traffic. There shall be no movement across lanes.

xi. All trucks or other mobile equipment leaving the public traffic lane to enter the work area shall slow down gradually in advance of the turnoff to allow following traffic an opportunity to slow down safely. The Consultant shall use flashing lights on the vehicle to indicate to oncoming traffic of vehicle slowing.

xii. All work requiring traffic control requires the Consultant to apply for and obtain a lane closure number or prepare an adequate Traffic Management Plan (TMP) in coordination with the Caltrans District Traffic Management (DTM), Division of Traffic Operations before the start of any work that may affect traffic. The Consultant shall request lane closure numbers in accordance with the procedures specified in the Encroachment Permit Projects Traffic Control Procedures" which is found at the following web site:
http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment_permits_manual/index.html. The Consultant shall use the "Request for Transportation Management Plan Datasheet" to request all lane closures necessary to complete the work. The

Consultant shall submit the Request for Transportation Management Plan Datasheet to the Caltrans Contract Manager and the Caltrans Task Order Manager for review and approval. Once the Caltrans Contract Manager and the Caltrans Task Order Manager has reviewed the lane closure request, the Consultant shall then fax the "Request for Transportation Management Plan Datasheet" (see Appendix E on http://www.dot.ca.gov/hq/traffops/systemops/tmp_lcs/index.htm) to Caltrans' Division of Traffic Management (DTM). Additional time beyond the minimum seven (7) days advanced notice may be required for obtaining traffic control approval.

xiii. Any damage caused by the Consultant to existing facilities, landscaping or irrigation within Caltrans' right-of-way shall be replaced in kind by the Consultant at the Consultant's expense.

xiv. Unless otherwise specified in a Lane Closure Chart(s) and/or approved by the District Traffic Manager, Traffic Control shall occur only between 9:00 am and 3:00 p.m., Mondays through Friday except for holidays.

M. Orientation Provided by Caltrans

Caltrans may provide orientation regarding this Agreement 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 Land Surveying and Right of Way Engineering Services work to be performed. The Consultant shall perform the Land Surveying and Right of Way Engineering Services work in conformance with the orientation instructions, in addition to the requirements of this Agreement and of the executed Task Orders.

N. Monitoring and Review Procedure

1. The Caltrans Contract Manager shall have the unilateral right to monitor and review the progress and processes of the Consultant.

2. The Consultant shall meet with the Caltrans Contract Manager a minimum of once per month or on an as-needed basis to review procedures and progress.

3. The performance of the Consultant Contract Manager, key personnel, and team shall be evaluated by the Caltrans Contract Manager, as needed, no less frequently than annually, and at the end of the Agreement. Unsatisfactory reviews may result in the request to replace the existing Consultant personnel with new personnel. Evaluation includes, but not be necessarily limited to, the following:

a. Job performance.
b. Quality of Work.
c. Timely submittal of reports, invoices, 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.
h. Conflicts of interest

Poor performance and any negative evaluations shall result in replacement of the Consultant Contract Manager and/or key personnel, and shall be reflected adversely on the Consultant's performance evaluation, or may result in the termination of the Agreement per Exhibit D, section III, Termination.

O. Materials to be Provided by Caltrans

All materials shall be supplied by the Consultant. 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 deemed applicable, necessary, and when available by Caltrans) that may be furnished by Caltrans shall be listed in the individual Task Orders, are for the Consultant's use only, and shall be returned at the end of the Agreement, and may include:

1. Relevant and existing documents, right-of-way record data, survey maps, control, data, topographic map, and planimetric map, if any and available, 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 construction 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 shall provide Permits to Enter for private property access. The Consultant shall not perform work on property outside of the Caltrans right-of-way until Caltrans has obtained an entry permit from the property owner. 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 the 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.

The Consultant shall be responsible for obtaining all necessary approvals and permits for Task Order work performed on any property that Caltrans does not own or control. 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. Monument disks, plugs, tags, and marker posts.

7. "Daily Survey Party Report" forms.

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 shall replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.

P. Materials to be Provided by the Consultant

Unless otherwise specified in this Agreement, the Consultant shall provide all materials to complete the required Land Surveying and Right of Way Engineering Services work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

Q. 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 Land Surveying and Right of Way Engineering Services deliverables, backup documents, other documents, and other items under this Agreement produced by the Consultant, as specified by the Task Order, shall be subject to the approval and acceptance by the 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 the Caltrans Contract Manager at no cost to

Caltrans. Caltrans shall withhold payment until the work is satisfactorily completed and approved by the Caltrans Contract Manager.

4. Caltrans shall not pay the Consultant for the Consultant's Land Surveying and Right of Way Engineering Services work that does not conform to the requirements specified in this Agreement and the applicable Task Order and shall be corrected at the Consultant's expense at no additional cost to Caltrans.

R. Deliverables

All deliverables, intermediate work products, and original documents including, but not be necessarily 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, records, books, maps, manuscripts, manuals, electronic software developed, databases, background information, spreadsheets, procedural scripts, macros developed, and intellectual properties, developed during the life of this Agreement, 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 Unprotected Electronic File Transfers

   The Consultant shall deliver unprotected 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, backup documents, other documents, and other items under this Agreement, if they form part of any Task Order issued by the Caltrans Contract Manager. The format and content requirements for all deliverables, backup documents, other documents, and other items under this Agreement shall be specified in each Task Order.

3. The Consultant shall provide Land Surveying and Right of Way Engineering Services work in close liaison with the Caltrans Contract Manager. Caltrans shall

exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed with the Caltrans Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

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

5. All deliverables, backup documents, other documents, and other items under this Agreement shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.

6. All deliverables, backup documents, other documents, written documents, plans, and other items under this Agreement shall be submitted in both hardcopy and unprotected electronic files in the Caltrans-approved forms and in the Caltrans-approved and designated electronic formats, in accordance with the guidelines in this Agreement and each Task Order, and shall conform to Caltrans standards.

7. The Consultant shall also submit one (1) unprotected electronic copy of all deliverables, backup documents, other documents, and other items under this Agreement in a specified format. The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.

8. When the Consultant is required to prepare and submit deliverables, backup documents, other documents, and other items under this Agreement to Caltrans and any approved Task Order issued by the Caltrans Contract Manager, these documents shall be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to provide comments and feedback, prior to final submittal. The specific schedule for Caltrans' review of the Consultant's submittals shall be specified in the Task Order.

9. If the Consultant fails to submit the required deliverables, backup documents, other documents, and other items under this Agreement and in each Task Order issued by the Caltrans Contract Manager, Caltrans shall have the right to withhold payment and/or terminate this Agreement in accordance with the termination provisions of this Agreement. 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 the Caltrans Contract Manager and the Consultant Contract Manager through an amendment to the Task Order. Prior to concluding such an agreement,

the Caltrans Contract Manager shall obtain the necessary internal Caltrans approvals.

11. The Consultant shall prepare and update the Caltrans WBS as set forth in this Agreement for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule. It is expected that the Consultant shall complete and meet the agreed-upon schedule for each Task Order. Failure to complete the work based on the agreed-upon schedule in the Task Order may result in termination of the Task Order or this Agreement. Caltrans may have such work completed in any way allowed by law, for which the Consultant shall be liable for any additional costs incurred by Caltrans to complete the work. Such costs may be deducted from amounts due to the Consultant in pending or future invoices, or if the Agreement is terminated, may be recouped by any means allowed by law.

12. The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans Contract Manager performed under this Agreement. The Consultant shall maintain two sets of these files. One set shall be maintained on site with the Consultant and the other set shall be updated by the Consultant monthly and delivered to the Caltrans Contract Manager and the Caltrans Task Order Manager. 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 the Caltrans Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by the Caltrans Contract Manager, the Consultant shall provide these file copies.

13. All Land Surveying and Right of Way Engineering Services deliverables, backup documents, other documents, and other items under this Agreement performed on computer shall be delivered to Caltrans including, but not be necessarily limited to, the formats specified below:
    a. Text-based documents shall be submitted as an Adobe Portable Document Format ("pdf") file using Adobe Acrobat Professional version 5 or later software. The pdf file shall be inclusive of all graphics (e.g., page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form. The pdf file shall:
        i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
        ii. Be configured (e.g., bookmarks, thumbnails, annotations, signatures, and security settings) as required by the Task Order.
        iii. Be optimized for use by Adobe Acrobat Reader 6.0 or later version.
    b. Text-based documents shall also be submitted in Microsoft Word format, version 2007. The document shall include of all graphics (e.g.,

photographs, image graphics, charts, and tables). Photographs shall be in "jpeg" file format. Other image graphics shall be in "gif" format unless otherwise specified.

c. All graphics (e.g., photographs or other drawings) shall be submitted separately from the pdf and Microsoft Word documents in archive-type file formats (e.g., photographs and bitmapped drawings as "tif", Microstation drawings as "dgn", and vector drawings as "ai") unless otherwise specified. The intent of this section is for the Consultant to provide Caltrans with a copy of each graphic in an uncompressed file format for archive purposes. The Consultant may suggest alternative formats that are compatible with this goal.

d. Spreadsheet files shall be submitted in Microsoft Excel format, version 2007.

e. Word processing files shall be submitted in Microsoft Word format, version 2007.

f. Database files shall be submitted in Microsoft Access format, version 2007.

g. The Consultant shall not format electronic files as "view only" or "read only" unless so specified in the Task Order.

h. Other - As specified in the Task Order.

i. The horizontal control shall be submitted in unprotected electronic files in the Caltrans-approved and designated formats, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans' computerized system. Also, an alpha/numeric hard copy point listing with adjusted California Coordinate System northings and eastings and appropriate descriptions shall be submitted.

j. The vertical control shall be submitted in an unprotected electronic files in the Caltrans approved and designated formats, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans' computerized system. Also, an alpha/numeric hard copy benchmark listing with adjusted elevations and appropriate descriptions shall be submitted.

k. The topographic data shall be submitted in unprotected electronic files in the Caltrans-approved and designated formats, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans' computerized system (CAiCE, AutoCAD Civil 3D). Also, hard copy drawings and an alpha/numeric hard copy listing shall be submitted.

14. Deliverables specified in each Task Order shall be delivered to the attention and address indicated in each Task Order.

15. All maps shall be submitted in unprotected electronic files in the Caltrans-approved and designated formats (MicroStation), and shall conform to Caltrans standards.

16. Survey points, lines, and monuments shall be established, marked, identified and referenced, as required by the SSPM, CADD Standards, Task Order, and the requirements in this Agreement.

17. Survey notes, drawings, calculations and other survey documents and information shall be completed as required by the Task Order and the requirements in this Agreement.

18. All original survey documents resulting from this Agreement (including original field notes, data collector raw files, edits to field data, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to Caltrans and shall become the property of Caltrans. The Consultant shall retain a copy of all survey documents furnished to Caltrans. When the survey is performed with a Total Station Survey System, the original field notes shall be a hard copy listing in a readable format of the data (observations) as originally collected and submitted by the survey party. The person in "responsible charge" of the survey shall sign the listing.

19. The final results of all surveys shall be delivered to Caltrans in the formats specified below:
    a. The HORIZONTAL CONTROL shall be submitted in unprotected electronic files in the Caltrans-approved and designated formats, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans computerized system. Also, an alpha/numeric hard copy point listing with adjusted California Coordinate System northings and eastings and appropriate descriptions shall be submitted.
    b. The VERTICAL CONTROL shall be submitted in unprotected electronic files in the Caltrans-approved and designated format, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans computerized system. Also, an alpha/numeric hard copy benchmark listing with adjusted elevations and appropriate descriptions shall be submitted.
    c. The TOPOGRAPHIC DATA shall be submitted in unprotected electronic files in the Caltrans-approved and designated formats, and shall conform to Caltrans standards. The electronic medium shall be consistent with Caltrans computerized system (CAiCE, AutoCAD Civil 3D). Also, hard copy drawings and an alpha/numeric hard copy listing shall be submitted.
    d. Other - As specified in the Task Order.

S. Conflict of Interest

1. All Land Surveying and Right of Way 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 the Caltrans Contract Manager. Any 'perceived' conflict of interest should be brought to the Caltrans Contract Manager as soon as discovered.

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. The following is an example of a conflict of interest:

   Providing land surveying services for Caltrans on a particular project and providing land surveying services for the construction contractor on the same project.

   The above conflict of interest scenario is only a sample of a conflict of interest for the services provided under this Agreement, but is not intended to describe all circumstances for potential or actual conflicts.

T. Licenses and Permits

1. The Consultant shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

2. If you are a Consultant located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Consultant outside the State of California, you shall need to submit to Caltrans, a copy of your business license or incorporation papers for your respective state showing that your 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; Consultant agrees to provide Caltrans 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.

U. Datum requirements

1. Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys and mapping. Caltrans shall provide the California Coordinate System values for the horizontal control monuments and the elevation values for the vertical monuments. All bearings and distances shall be on the California Coordinate System as based on the primary control furnished to Consultant. The Consultant shall adjust the Consultant performed surveys utilizing the designated control monument values. Exceptions need prior written approval from the Caltrans District Survey Engineer.

2. All surveying data and maps prepared by the Consultant shall conform to Sections 8801 through 8902 of the Public Resources Code. Distances and bearings shown shall be grid and the maps and documents shall show the appropriate datum and combination factor necessary for surface conversion.

3. The Task Order shall designate which epoch of the California Coordinate System is to be used for horizontal coordinate values.

4. The Task Order shall designate the vertical datum to be used for elevations.

V. Monument Markings

Monuments established by the Consultant shall be marked by the Consultant with Caltrans-furnished disks, plugs, or tags as directed in Task Order.

EA's	Project ID	County	Route	Post Mile	ProjectName
05-0A050_	0500000007	SB	1	15.6	SALSIPUEDES CREEK BRIDGE SCOUR MITIGATION
05-0C640_	0500000021	SB	264	R12.8/R17.6	Route 246 Passing Lanes
05-0F700_	0500000049	MON	68	R17.7/R17.9	SALINAS RIVER BRIDGE WIDENING
05-0G070	0500000055	SB	101	22.3/23.0	Goleta Drainage Upgrades
05-0G160	0500000056	SB, SB	166, 166	0.9/2.4, 3.8/4.8	Guadalupe Ditches
05-0L720_	0512000102	SLO, SLO, SLO	1, 41, 58	0.0, 0.0, 0.0	SLO county bridge rail replacement
05-0N700_	0500000225	SB	101	1.4/12.3	South Coast 101 HOV Lanes
05-0Q600_	0500020290	SCR	17	0.7/2.2	Hwy 17 Sediment Source Control
05-0R510_	0500000363	SCR, MON	1, 1	0.0, 0.0	Monterey-Santa Cruz ADA
05-0R910	0500000387	SCR	1	9.7/17.6	Santa Cruz 1, ENV, RR, Guardrails
05-0S030_	0500000398	SB, SB, SB	1, 101, 154	0.0, 0.0, 0.0	SB CURB RAMPS
05-0S250_	0500020289	SB	101	13.2/27.1	Santa Barbara Roadside Safety Improvements
05-0T000	0500000471	SB	154	R7.8/R8.3	SB 154/246 Intersection Improvements
05-0T270_	0500000833	MON	68	19.2	Hitchcock Road Signal
05-0T500_	0500020306	SCR	0	0	District 5 Vista Point Interpretive Displays
05-0T540_	0500000857	SCR	129	9.5/10.0	129 Realignment
05-0T630_	0500020029	SB	101	45.6/46.4	Gaviota Curve Realignment
05-0T970	0500020226	SB	246	33.2/33.5	Meadowvale Left Turn Channelization
05-0T980_	0500020244	SCR	17	8.2/10.1	Hwy 17 SHOULDER WIDENING & CONCRETE GUARDRAIL

EA's	Project ID	County	Route	Post Mile	ProjectName
05-0T990_	0500020243	MON	101	40.5/55.0	CURE Safety Improvements near King City
05-1A750_	0512000013	SB	246	R20.7/26.3	Buellton Cap-M
05-1C080_	0512000071	SLO	101	44.8/59.7	North SLO 101 Roadside Safety
05-1C090_	0512000073	MON, MON	68, 101	15.0/T18.5, R39.5/73.0	Roadside safety improvements, MON County
05-1C130_	0512000078	SLO, SB	1, 135	R12.6, R10.0	Oceano & Orcutt ADA (2 locations)
05-1C340_	0512000120	SB	101	27.0/28.1	West Goleta Median Barrier and Rumble Strips
05-31580	0500000495	MON, SBT	101, 101	100.0/101.3, 0.0/1.6	San Juan Rd IC
05-31600	0500000497	MON, MON	156, 101	R1.6/T5.2, 94.6/96.8	Rte 156 West Corridor
05-33072	0500000499	SLO	46	36.6/41.2	Whitley 1
05-33077	0500020049	SLO	46	40.7/46.3	Whitley 2A
05-33078_	0512000076	SLO	46	46.0/50.2	Whitley 2B
05-4482U_	0500000543	SB	101	2.2/3.3	Linden & Casitas Pass Interchanges
05-49280_	0500000576	SLO	1	64.0/R66.9	PIEDRAS BLANCAS REALIGNMENT