

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (rev 9/01)
 Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 01/29/09

AGREEMENT NUMBER 06A1413	REGISTRATION NUMBER
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "the Department")

CONSULTANT'S NAME
CALTROP CORPORATION (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from **April 1, 2009 through March 31, 2012.**

3. The maximum amount of this Agreement is: **\$4,700,000.00**
Four Million Seven Hundred Thousand Dollars and No Cents.

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

Exhibit A – Scope Of Work And Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	4 Pages
Exhibit C – General Terms And Conditions 307 (GTC 307)	1 Page
Exhibit D – Special Terms And Conditions	23 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 – Scope of Work	17 Pages
Attachment 2 – Cost Proposal (Initial Cost Proposal)	8 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – ADM 0227F Bidder/Proposer DBE Information	1 Page

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

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

CONTRACTOR (herein referred to as "the Consultant")

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

Caltrop Corporation

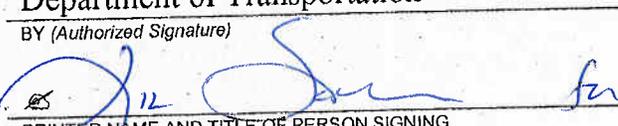
BY (Authorized Signature)  DATE SIGNED (Do not type) **4/7/09**

PRINTED NAME AND TITLE OF PERSON SIGNING
David Sabar, Vice President

ADDRESS
1037 W. Ninth Street
Upland, CA 91786

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation

BY (Authorized Signature)  DATE SIGNED (Do not type) **4/8/09**

PRINTED NAME AND TITLE OF PERSON SIGNING
Tom Sanborn, Contract Officer

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)

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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 throughout various counties in District 10.
- C. This Agreement will commence on April 1, 2009 or upon approval by the Department, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Department. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Department's Contract Manager. This Agreement shall expire on March 31, 2012. The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Daniel Ha	Project Manager: Javier Galindo, PE
District/Division: District 6 Program Project Management	Office/Branch:
Address: 2015 E. Shields Avenue, Ste. 100 Fresno, CA 93726	Address: 520 Capitol Mall, Suite 150 Sacramento, CA 95814
Phone: (559) 244 - 2979	Phone: (916) 329 - 1300
Fax: (559) 243 - 3426	Fax: (916) 441 - 4430
e-mail: Daniel_Ha@dot.ca.gov	e-mail: jgalindo@caltrop.com

E. Work Guarantee

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

F. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Department may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by the Department, the Department will prepare a draft Task Order, less the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Department of Transportation Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both the Department and the Consultant. If the Department and Consultant are unable to reach agreement, the Department may terminate this 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- D. A Task Order is of no force or effect until returned to the Department and signed by an authorized representative of the Department. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Department.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by the Department and notification to proceed has been issued by the 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.
- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by the Department for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and the Department.
- I. 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 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Department of Transportation's Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Project Manager shall meet with the Department's Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to terminate the Agreement under the 30-day cancellation clause.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (see Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, the Department will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and the Department as valid, undisputed, due and payable.
 3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- E. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- F. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Department's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Department's Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- G. Invoices shall be submitted showing the Department of Transportation 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 for

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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. The Department shall not pay disputed portions of invoices.

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

DEPARTMENT OF TRANSPORTATION
District 6 Program Project Management
Attn: Daniel Ha
2015 E. Shields Avenue, Suite 100
Fresno, CA 93720

- I. The final project invoice shall state the final cost and all credits due the Department. The final invoice should be submitted within 60 calendar days after completion of the services.
- J. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- K. The total amount payable by the Department, for all Task Orders resulting from this Agreement, shall not exceed **\$4,700,000.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Department may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- L. 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.

- M. Attachment 2, Cost Proposal, is subject to a post award audit. After any post award audit recommendations are received, Attachment 2 shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the Department's sole discretion. Refusal by the Consultant to incorporate the interim audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.
- N. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

III. COST PRINCIPLES

- A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the Department.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 307, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 307 General Terms and Conditions.

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

II. DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Not later than 30 days after completion of all work under the Agreement, the Consultant may request review by the CCRC of unresolved claims or disputes. The request for review will be submitted in writing through the Departmental Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for the Department.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 307.

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

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

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of the Department, the Consultant shall

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.

- B. Within 30 days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of the Department, the Consultant shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals:
1. A final revised cost proposal for all project-related costs for the revised termination date, and
 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XI. NON-DISCRIMINATION

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

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

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- C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.
- D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the Department shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The Department, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no

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subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.

- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Department's Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants 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 Department's Contract Manager in advance of assigning work to a substitute subconsultant.

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the 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

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must be submitted with the request or the absence of bidding must be adequately justified.

- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to the Department on request by the Department.
- D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Department.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

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XV. INSPECTION OF WORK

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

XVI. SAFETY

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

XVII. INSURANCE

- A. The Consultant shall furnish to the Department, Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. The

EXHIBIT D
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required insurance shall be provided by carriers authorized or approved to do business in California.

- B. Types and Amount of Coverage
1. Workers Compensation and Employers Liability Insurance in accordance with statutory requirements.
 2. General Liability insurance in an amount not less the \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
 3. For products-completed operations a \$2,000,000.00 aggregate shall be provided.
 4. A general aggregate of \$2,000,000.00 shall be provided which shall apply separately to the Consultant's work under this Agreement.
 5. Automobile liability coverage of not less than \$1,000,000.00 per accident.
 6. A \$5,000,000.00 umbrella or excess liability shall include products liability completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 7. Professional Liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds for the Department to terminate this Agreement for cause, in addition to any other remedies the Department may have available. Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after completion of its performance under this Agreement.
- D. The Certificates of Insurance shall provide:

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1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Department.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned and only for the General Liability and Automobile Liability coverage required in Exhibit D, section XVII, paragraph B., items 2 and 5 above.
- E. The Department will not be responsible for any premiums or assessments on the policy.
- F. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to the Department 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 (herein after referred to as "the Department"),

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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 the Department and shall be considered works made for hire by the Consultant's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from the Department. From time to time upon the Department's request, the Consultant's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that

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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 the Department, 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 the Department's property regardless of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department 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 the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give the Department 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 the Department may consider necessary or appropriate to carry out the intent on this Contract.

2. Agency

In the event that the Department 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

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application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints the Department 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. The Department shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify the Department 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 Department's Contract Manager prior to the commencement of any work. In performing services under this Contract, 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 Contract, Consultant's Subcontractor shall immediately notify the Consultant in

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writing, Consultant will then immediately notify the Department 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 the Department and no further agreement will be necessary to transfer ownership to the Department. The Consultant shall furnish the Department all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Department of the machine readable information and data provided by the Consultant under this agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Department of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XX. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Department's construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with the Department's

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construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. The Consultant's personnel that the Department considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Department. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.
- C. Services of the Consultant's personnel in connection with the Department's construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this agreement in order to finally resolve the claims.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the Department relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the Department's actions on the same, except to the Department's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

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- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Department and receipt of the Department's written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than the Department.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. EVALUATION OF CONSULTANT

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

XXIII. 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.

XXIV. 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;

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2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to the Department of Transportation. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

XXV. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Department of Transportation or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Department of Transportation construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Department of Transportation construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVI. 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

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paid to any Department agency employee. For breach or violation of this warranty, the Department shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXVII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of

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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.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A

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

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

IV. INFORMATION AND REPORTS

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

V. SANCTIONS FOR NONCOMPLIANCE

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

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

VI. INCORPORATION OF PROVISIONS

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

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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 protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT E
ADDITIONAL PROVISIONS

- I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
 - A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Agreement will assist the state in meeting its federally mandated statewide overall DBE goal.
 - B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds. The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
 - C. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.
 - D. The ADM-0227f, DBE Participation form is attached as Attachment 4 and incorporated as part of this Agreement.
 - E. The Consultant should notify the Department's Contract Manager, in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
 - F. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this section.

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II. PERFORMANCE OF DBE CONSULTANTS, AND OTHER DBE
SUBCONSULTANTS/SUPPLIERS

- A. A DBE does not perform a commercially useful function 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 determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- B. If a DBE does not perform or exercise responsibility for at least 30 percent 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 commercially useful function.

III. EXCLUSION OF RETENTION

- A. In conformance with 49 CFR, Part 26, Subpart B, Section 26.29 (b)(1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply. In conformance with PCC, Section 7200 (b), in subcontracts between the Consultant and a subconsultant and in subcontracts between a subcontractor and any subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC 7200 (c), shall not apply. At the option of the Consultant, subcontractors may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- B. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this section.

IV. DBE RECORDS

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subagreements entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless

EXHIBIT E
ADDITIONAL PROVISIONS

of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report- Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F, and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the Department's Contract Manager. The form shall be furnished to the Department's Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final 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 Final Report Utilization of Disadvantaged Business Enterprises (DBE) is submitted to the Department's Contract Manager.

V. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Department's Contract Manager within 30 days.

Scope of Services/Deliverables

A. Project Description

The Consultant will provide Program and Project Management Services for transportation programs and projects of the California Department of Transportation (Department) as described under "Description of Required Services" and as requested by the Department's Contract Manager. Services shall be performed on programs and projects located in the Department's **District 10**.

B. Description of Required Services

The Consultant shall provide project management, project scheduling, project coordination, program management and expert project management services on an "as needed" basis to support the development and construction of proposed Department transportation facilities. The Department's Contract Manager shall assign specific tasks to the Department through the issuance of Task Orders.

Task Orders may include, but are not limited to, the following Work Breakdown Structure (WBS) services and products. The standard Caltrans WBS is on the Internet at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. The list of WBS activities listed below represent the anticipated work activities that may be required of the Consultant. Revisions to the current version of WBS (10.0) shall apply during the life of this contract.

100.10.05, 100.15.05 & 100.20.05: Initiation and Planning of each project phase:

- Establish expenditure authorizations (EA).
- Develop and update charter. This document should identify the purpose and need for the project, the type of documents to be developed, possible funding sources, constraints and assumptions. It should incorporate by reference any agreements with the sponsors (including but not limited to local agencies and maintenance).
- Enter the project into project management database system(s) (such as XPM, PMCS and others).
- Develop Work plan (resourced schedule). Includes the project's scope, cost, and schedule elements.
- Develop Quality Management Plan.
- Develop Communication Management Plan.
- Develop Risk Management Plan.

- Develop Resource Management Plan (staff and procurement).
- Work agreements for staff resources.
- Write Scopes of Work for interagency and cooperative agreements and others.

100.10.10, 100.15.10 & 100.20.10: Execution & Control of each project phase:

- Status of project. Includes the entire status process from reporting work results to updating databases. It also includes updating and revising the work plan during the execution phase.
- Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
- Preparation for public meetings and participation in those meetings. This includes preparation of exhibits and materials.
- Updating Quality Management Plan
- Updating Communication Management Plan
- Updating Risk Management Plan

100.10.15, 100.15.15 & 100.20.15: Close Out each project phase:

- Finalize and Close out any contracts or agreements that are completed.
- Sponsor, team and stakeholder evaluations.
- Document lessons learned.
- Close out reports.
- After the project is complete such as the Construction component, the Right of Way component (including excess property disposal), post-construction Environmental mitigation and any other necessary actions are finished, the expenditure authorizations (EAs) can be closed out.
- Finalize
- Conduct Close-Out Meeting with Project Development Team.
- Archive project files.

100.10.35 Executed Cooperative Agreement for Project Approval and Environmental Document (PA & ED) Process

100.15.35 Executed Cooperative Agreement for Plan Specifications and Estimates (PS & E) Process

100.20.35 Executed Cooperative Agreement for Construction Process

- 100.25.35 Executed Cooperative Agreement for Right of Way (R/W) Process**
- 100.25.50. Executed Cooperative Agreement for R/W Relinquishment**
- 160.15.25 Circulate, Review, & Obtain Approval of Draft Project Report**
- 165.05.15 (*) Select Alternatives for Further Study:**
 - Perform preliminary alternative analysis
 - Review alternative analysis with Project Development Team
 - Prepare and review alternative selection documentation
 - Respond to comments and or suggestions
- 165.25.05 (*) Draft Environmental Document Analysis:**
 - Analyze technical studies and prepare Draft Environmental Document. Activity should include the coordination of the studies required for the Environmental Document.
- 165.25.15 (*) Categorical Exemption/ Categorical Exclusion (CE) Determination:**
 - Include Reviews, Circulation and Approval
- 175.10.10 Public Hearing Logistics**
- 175.10.15 Displays for Public Hearing**
- 230.60 Review and Update Project Information for PS&E Package**
- 235.05 (*) Environmental Mitigation**
- 235.35 (*) Perform Long Term Mitigation Monitoring**
- 255.05.(*) Circulate & Review Draft District PS&E Package:**
 - Review Final Plans for Constructability
 - Review Project for Final Permit Needs
 - Review All Specifications and Estimate
 - Review Geotechnical Design Elements and Specifications

- Review for Conformity with Environmental Commitments
- Perform Safety Review
- Perform all Other PS&E Reviews

255.20.15 Prepare Request for Funds

270.40.(* Perform Safety and Maintenance Reviews

270.45.(* Process Relief from Maintenance

270.55.(* Perform Final Inspection and Recommend Acceptance

285.05.05.(* Determine Need for Contact Change Order (CCO)

285.05.15.(* Process CCO for Approval

290.35.(* Provide Technical Support

295.35 (* Prepare Certificate of Environmental Compliance

(* Provide only project management support services for these WBS activities.

Program management services include, but are not limited to:

- Assisting in the programming of projects.
- Coordinating with Regional Transportation Planning Agencies, Local Agencies and other local project sponsors.
- Assisting in the management of Department Highway project delivery.
- Updating and analyzing program and project work plans (including but not limited to historic trends on planning vs. expenditures, analysis and interview functions on the expenditure practices, current work plan resource analysis, consistent project management practices and opportunity for efficiencies).

C. Location of Work:

In general, the work shall be performed on projects to improve the Department's transportation system. The specific location of the work to be performed will be stated in each Task Order.

- The following projects are included in the scope of this contract. This is a comprehensive but not an exclusive list of all projects.
- There will be an authorization to add the Expenditure Authorizations (EAs) approved by the Contract Manager to the contract per addition of future projects.

No.	District EA	CO	RTE	Post Mile	Project Name
1	10-04994_	AMA	49	R7.0 / R11.0	Amador 49 Bypass - Construction
2	10-04995_	AMA	49	R7.0 / R11.0	Amador 49 Bypass - Mit. (Planting and irrigation)
3	10-0A010_	CAL	4	14.5 / 14.9	Poole STATION Intersection
4	10-0A580_	MER	140	27.0 / 30.2	APPLEGATE REHAB
5	10-0A671_	STA	99	R15.1 / R17.0	MODESTO RAMP REHAB
6	10-0A840_	SJ	12	0.1 / 10.1	RTE 12 Improvements
7	10-0A870_	STA	219	0.1 / 2.9	RTE 219 4-LANE WIDENING Phase I
8	10-0A872_	STA	219	2.9 / 4.9	SR 219 4-Lane Widening Phase II
9	10-0C570_	MER	165	34.4	Hilmar-august traffic signals
10	10-0C900_	STA	108	31.2 / 31.3	ROUTE 108 WIDENING
11	10-0C980_	CAL	4	37.3 / 37.7	MORAN INTERSECTION
12	10-0E420_	CAL	4	40.1 / 40.6	calaveras co widen left turn lane
13	10-0E490_	SJ	5	22.1 / 23.6	FRENCH CAMP/SPERRY ROAD
14	10-0E500_	AMA	49	4.5 / 5.9	Jackson Add A Lane
15	10-0E530_	CAL	4	R10.3 / R16.4	SR 4 Wagon Trail Realignment
16	10-0E610_	SJ	99	5.3 / 15.0	MANTECA 6-LANE
17	10-0E720_	MER	5	0.4 / 32.3	Merced Co. Monitoring Stations

No.	District EA	CO	RTE	Post Mile	Project Name
18	10-0G130_	MER	140	36.5 / 37.6	BRADLEY OVERHEAD WIDENING
19	10-0E930_	SJ	26	4.6 / 6.0	Pinasco Rd 2-way left turn lane
20	10-0F070_	SJ	4	4.5 / 5.6	Route 4 Curve Correction - East of Middle River
21	10-0F300_	SJ	99	25.4 / 29.0	BEAR CREEK MEDIAN BARRIER
22	10-0F650_	MER	59	22.6 / 23.3	OAKDALE ROAD INTERSECTION IMPROVEMENT
23	10-0F720_	STA	99	R9.9 / R15.0	South Modesto Planting Rehab
24	10-0F730_	STA	99	R15.0 / R16.5	Modesto/Salida Planting Rehab
25	10-0G150_	MPA	140	13.3 / 13.8	mt. bullion cutoff turnout construction
26	10-0G200_	STA	4	R1.6	ROCK CREEK BRIDGE SCOUR
27	10-0G320_	SJ	88	3.8 / 4.9	RTE 88/Baker Intersection Improvement
28	10-0G550_	AMA	88	22.3 / 23.8	Pine Grove Improvements
29	10-0G590_	SJ	26	5.7 / 9.0	Beecher Road Left-turn Widening
30	10-0G750_	TUO	120	R3.5 / 6.9	Green Spring Road CAPM
31	10-0G760_	SJ	88	13.8 / 16.4	Lockford Cap-M job
32	10-0G770_	STA	33	0.5 / 14.5	Newman/Patterson CAPM
33	10-0G800_	SJ	12	0.1 / R4.4	Bouldin Island Rehab
34	10-0H030_	STA	108	31.5	108 & jackson ave signals
35	10-0H04U_	SJ	4	5.4 / R6.9	Tracy Blvd. / Trapper Road Curve Improvement
36	10-0H300_	STA	99	R18.0 / R19.3	Briggsmore TEA
37	10-0H320_	TUO	108	5.7 / 6.2	Via Este Left Turn Channelization
38	10-0H350_	SJ	4	15.8	Navy dr/stockton st. signalization job
39	10-0H360_	MER	33	17.1	sanTa nella sidewalks and shoulder construction

No.	District EA	CO	RTE	Post Mile	Project Name
40	10-0H380_	CAL	12	14.0 / 14.5	DOUBLE SPRINGS RD LEFT TURN LANE
41	10-0H530_	MER	152	20.9 / 21.3	H & I street signals-los banos
42	10-0H550_	MER	165	32.2 / 32.6	williams/hilmar left turn
43	10-0H700_	MER	152	21.6	miller lane signals
44	10-0J030_	AMA	104	5.8 / 6.0	IONE street reconstruct
45	10-0J150_	TUO	49	23.1 / 23.6	POPPY HILLS DR. CURVE IMPROVEMENT
46	10-0J390_	SJ	88	9.6	HWY 88 & HARNEY SIGNALS job
47	10-0J810_	MER	140	36.5	CAROL AVE MERCED 140 SIGNAL INSTALLATION
48	10-0J900_	STA	132	20.1	EMPIRE RIGHT TURN CHANNELIZATION
49	10-0K020_	MER	99	15.8 / 17.3	West Merced/Bear Creek Structures Replacement
50	10-0K320_	SJ	99	0.0	East San joaquin co. monitoring stations
51	10-0K330_	SJ	5	0.1 / 47.8	West San Joaquin Co. Monitoring stations
52	10-0K450_	SJ	12	0.0 / 14.9	ROUTE 12 NEAR LODI RUMBLE STRIPS job
53	10-0K630_	CAL	4	32.2 / 32.2	MURPHYS-HWY 4 TURNOUT & CHAIN CONTROL FACILITY
54	10-0K700_	STA	99	R21.9 / R22.3	sr99/sr219 kiernan avenue NB/SB off-ramps
55	10-0L390_	SJ	12	13.7	Hwy 12 & DAVIS RD SIGNAL job
56	10-0L520_	AMA	16	9.3	AMADOR NEAR SR 16 & 49 SIGNAL INSTALLATION
57	10-0L560_	TUO	120	11.4	O'BYRNES FERRY ROAD INSTALL NEW SIGNALS
58	10-0L570_	SJ	205	0.0 / 12.6	TRACY CORRIDOR TREE PLANTING
59	10-0L580_	MER	99	R32.6 / 37.2	DELHI CORRIDOR TREE PLANTING
60	10-0L590_	STA	99	16.8 / 24.7	MODESTO/SALIDA CORRIDOR TREE PLANTING

No.	District EA	CO	RTE	Post Mile	Project Name
61	10-0L600_	TUO	108	3.5 / 4.2	Monoway Pedestrian/bike facility
62	10-0L630_	SJ	99	0.0 / 1.7	Hammett to Milgeo Median Barrier
63	10-0L640_	STA	99	R10.3 / R12.0	Mitchell Road Median Barrier
64	10-0L710_	MER	152	R9.8 / 10.0	SAN LUIS CREEK REC. AREA CONSTRUCT EB ACCELERATION LANE
65	10-0L720_	STA	108	30.5 / 31.6	MID-CANAL & JACKSON ROAD CURB BARRIER
66	10-0L950_	SJ	88	3.2	alpine road traffic signal installation job
67	10-0M190_	MER	99	15.4	MERCED CO 'R' ST AND 13TH ST. REDELINEATION/INSTALL
68	10-0M240_	TUO	108	64.5	KENNEDY MEADOWS SLOPE REPAIR - SOLDIER PILE WALL
69	10-0M510_	AMA	49	0.5 / 0.6	JACKSON RTE 49 TURNOUT CONSTRUCTION ON N/B LANE
70	10-0M710_	SJ	5	R22.7	FRENCH CAMP Rd I-5 TRAFFIC SIGNAL job
71	10-0M720_	MER	152	25.3	hwy 152 near los banos lt channelization construction
72	10-0M790_	AMA	88	66.6 / 71.6	Carson Spur Rehab
73	10-0M810_	STA	99	12.0 / 13.5	r/w of fence
74	10-0M820_	SJ	5	28.3 / 29.5	CANAL TO RIVER DRIVE HIGHWAY PLANTING job
75	10-0M840_	ALP	207	0.0 / 1.4	BEAR VALLEY AC SURFACING ON HWY 207
76	10-0M970_	STA	99	R15.1 / R15.7	SHOULDER WIDENING AND RUMBLE STRIP INSTALLATION AT g sT. mODESTO
77	10-0N000_	STA	219	1.4 / 2.6	219/Dale Road Intersection Improvements
78	10-0N010_	SJ	5	0.3 / 13.8	SJ-5 Tracy Overlay
79	10-0N130_	SJ	205	R8.1 / R8.1	MAC ARTHUR DR. Radius Job
80	10-0N140_	ALA	580	1.5 / 8.7	flynn road Exit TMS job
81	10-0N150_	MER	5	0.0 / 32.5	i-5 Pavement rehab
82	10-0N170_	MER	99	18.5 / 18.5	SR 99 FRANKLIN OC BRIDGE #39-0084 REPAINT

No.	District EA	CO	RTE	Post Mile	Project Name
83	10-0N180_	STA	132	27.7 / 27.7	SR 132 and bentley left turn pocket construction
84	10-0N260_	SJ	4	R15.7 / R19.4	SR 4 FROM GARFIELD ST OH TO EB 4/NB 99 CONNECTOR OC BRIDGE DECK JOINT SEALS REPLACEMENT
85	10-0N300_	SJ	5	R11.8 / 39.6	Lathrop Rd. Interchange
86	10-0N310_	SJ	99	11.5	Turner Station Overhead
87	10-0N320_	SJ	12	R4.4	Little Potato Slough Bridge
88	10-0N340_	SJ	99	19.3	STOCKTON AT RTE 26/99 REPAIR BRIDGE HIT DAMAGE job
89	10-0N360_	SJ	4	R15.7	Garfield St. OC ABUTMENT DIAPHRAGM Job
90	10-0N380_	CAL	26	30.0	Route 5/12 Separation
91	10-0N390_	SJ	99	19.3 / 36.7	GIRDER REPAIR IN sj cO., NEAR CITY OF LODI AT COLLIER RD. OC
92	10-0N400_	SJ	5	2.4	hansen RD OC girder Job
93	10-0N410_	SJ	5	39.6	gaffery rd uc to rt 5/33 sepAration grind decks and methacrylate
94	10-0N420_	SJ	5	10.7 / R13.9	Deuel Overhead
95	10-0N440_	STA	108	28.7 / 29.3	McHenry/Ladd Signals
96	10-0N480_	SJ	5	R22.5 / 25.4	French Camp Slough
97	10-0N840_	SJ	99	21.9 / 21.9	Improve Existing Approach Roads
98	10-0N900_	MER	59	14.1	MER 59 and Childs Ave. Signal
99	10-0N910_	SJ	99	27.3 / 27.7	Bear Creek Median Barrier Replacement planting job
100	10-0N950_	STA	132	14.7	Signal Modification and re-striping on 132/5th through 6th St.
101	10-0P240_	MPA	140	42.3	Slope Repair
102	10-0P290_	MER	152	19.5 / 25.0	SR 152 CENTRAL CA IRRIGATION/DELTA ROAD ASPHALT REPLACEMENT
103	10-0P440_	MPA	140	41.5 / 48.2	Interim Ferguson Slide Project

No.	District EA	CO	RTE	Post Mile	Project Name
104	10-0P460_	AMA	124	0.0	AMA-124 Culvert Liner
105	10-0P500_	AMA	88	4.6	AMA-88 Culvert Liner
106	10-0Q120_	MER	99	28.8 / R37.3	MERCED MEDIAN WIDENING
107	10-0P920_	MPA	140	42.0 / 42.7	Ferguson Slide - Permanent Restoration Project
108	10-0P970_	SJ	4	19.1 / 23.6	Mariposa Lakes Development
109	10-0Q270_	SJ	205	1.9 / 6.8	I-205 AUX LANE
110	10-0Q550_	MER	140	0.0	Replace Culverts
111	10-0Q710_	SJ	108	42.0	Riverbank Gateway Landscaping
112	10-0Q780_	MER	140	27.0 / 30.2	MER/MPA 140 Slurry Seal
113	10-0S040_	SJ	5	16.4 / 38.1	I-5/205 Corridor Detection System
114	10-0S090_	SJ	5	44.7 / 47.2	Replace Culverts
115	10-0S110_	SJ	4	R12.6 / R15.7	SR 4 Crosstown Freeway Extension
116	10-0S150_	MER	5	4.5 / 5.3	Guardrail on I-5 between Dos Palos and Los Banos
117	10-0S170_	ALP	88	5.3 / 5.3	Slope Modification
118	10-0S240_	TUO	108	58.8 / 58.8	KENNEDY MEADOWS SLOPE REPAIR - SOLDIER PILE WALL II
119	10-0S400_	MER	152	0.0 / 11.3	SR 152 SANTA CLARA TO SR 33 RUBBERIZED OVERLAY
120	10-0S430_	SJ	205	L0.0 / R3.2	SR 205 FROM ALA CO LINE TO JWO WB 11TH ST OC RUBBERIZED OVERLAY
121	10-0S440_	AMA	88	R60.8 / 66.7	SR 88 PME CHIP SEAL
122	10-0S490_	AMA	16	R0.0 / 9.4	SR 16 PME CHIP SEAL
123	10-0T080_	AMA	49	13.6 / 13.6	
124	10-0T270_	CAL	12	0.9 / 0.9	SR 12 CURED PIPE LINER
125	10-0T290_	MPA	140	16.1 / 17.7	SR 140 CURED PIPE LINER

No.	District EA	CO	RTE	Post Mile	Project Name
126	10-1A070_	MER	59	26.9 / 27.5	Merced River Bridge Replacement Project
127	10-1A671_	AMA	88	7.4	JACKSON VALLEY MITIGATION
128	10-1A700_	SJ	99	14.1 / 15.0	ARCH ROAD
129	10-1A930_	MPA	49	12.0 / 12.4	DARRAH ROAD CHANNELIZATION
130	10-26444_	AMA	88	0.0 / 5.5	JACKSON VALLEY REHAB
131	10-27980_	MER	165	11.7 / 26.9	WOLFSEN REHAB
132	10-28320_	SJ	4	R8.1 / T14.3	BACON ISLAND REHAB
133	10-2A290_	STA	33	23.4	Ingram Creek Bridge Scour
134	10-2A420_	CAL	26	0.0 / 3.1	SAVAGE WAY REHAB
135	10-2A770_	STA	99	R11.9 / R11.9	RTE 99/WHITMORE AVE INTERCHANGE
136	10-2A970_	AMA	88	38.2	dew drop sand storage
137	10-30016_	SJ	205	R3.0 / R13.6	TRACY WIDENING STAGE II & III
138	10-3169C_	MER	99	26.8 / R27.6	LIVINGSTON STAGE 2 FWY PLANTING
139	10-3169E_	MER	99	26.5 / R28.8	LIVINGSTON FWY STAGE 2
140	10-34042_	TUO	108	R4.0 / R6.0	EAST SONORA II
141	10-3404A_	TUO	108	R1.9 / 4.6	East Sonora I & Hess Ave IC Archeo mitigation
142	10-3404U_	TUO	108	R1.8 / 4.6	East Sonora I & Hess Ave IC
143	10-35240_	AMA	88	R60.8 / R67.0	SILVER LAKE REHAB
144	10-36250_	CAL	4	R21.1 / R23.4	ANGELS CAMP EXPRESSWAY
145	10-36311_	MER	99	10.2 / 12.8	MISSION AVE IC/FWY CONVERSION
146	10-36312_	MER	99	10.2 / 12.8	MISSION AVE FWY PLANTING
147	10-36513_	SJ	L5505		SHOPP 10 CLEAN-UP

No.	District EA	CO	RTE	Post Mile	Project Name
148	10-37930_	CAL	12	3.0 / 10.2	BURSON REHAB
149	10-38150_	MER	165	26.9 / 30.0	STEVINSON REHAB
150	10-3A100_	SJ	99	15.0 / 18.6	SOUTH STOCKTON 6-LANE
151	10-3A110_	STA	132	17.7 / 19.7	RTE 132 4-LANE WIDENING
152	10-3A120_	SJ	5	R13.9 / R15.6	MOSSDALE WIDENING
153	10-3A230_	SJ	12	0.0 / 0.1	MOKELUMNE RIVER BRIDGE REHAB job
154	10-3A340_	MER	99	1.0	FOG CMS
155	10-3A430_	SJ	99	17.1 / 25.4	STOCKTON 99 MEDIAN BARRIER
156	10-3A650_	STA	132	L14.9 / L16.8	MODESTO 132 REHAB
157	10-3A660_	MER	140	36.5 / 37.6	BRADLEY OH REPLACEMENT
158	10-3A740_	STA	108	22.4 / 26.5	Modesto SR 108 Rehab.
159	10-40350_	STA	132	R11.1 / R14.7	ROUTE 132 West EXPRESSWAY
160	10-40640_	AMA	88	42.1 / 46.9	Cook's/Ham's Passing Lanes
161	10-41481_	MER	99	23.8 / R26.5	ATWATER FREEWAY
162	10-41482_	MER	99	23.8 / R26.5	ATWATER HIGHWAY PLANTING
163	10-41570_	MER	99	4.6 / 10.5	ARBOLEDA DR FWY
164	10-41580_	MER	99	0.0 / 4.6	PLAINSBURG RD FREEWAY
165	10-41910_	MER	152	16.0 / 24.8	LOS BANOS BYPASS
166	10-44420_	ALP	88	1.9	CAPLES LAKE/PEDDLER HILL MAINTENANCE STATION
167	10-4454U_	SJ	99	18.5 / 22.9	99 widening & Hammer Lane Construction
168	10-47080_	ALA	580	L0.0 / 2.7	580/205 TRUCK BYPASS
169	10-48100_	MER	99	13.9 / 14.4	EAST MERCED OH

No.	District EA	CO	RTE	Post Mile	Project Name
170	10-48231_	MER	99	15.2 / 16.2	R&V Street Planting Restoration
171	10-49840_	CAL	26	7.2 / 8.3	SILVER RAPIDS CURVE REALIGNMENT
172	10-49900_	SJ	26	15.3 / 15.9	BELLOTA CURVE CORRECTION
173	10-49980_	AMA	88	29.5	DEFENDER GRADE ROAD LEFT TURN LANE

Occasionally, it may become necessary for a District 10 project to extend into another adjoining District/County line. In such instances, the project work shall not extend more than a 10-mile radius from the District 10 boundary.

D. Standards:

1. All work shall be performed in accordance with current Department Manuals, Project Management Handbook and Project Management Directives. Work not covered by the Department's published standards shall be performed in accordance with the generally accepted principles of project management, as described in "A Guide to the Project Management Body of Knowledge" published by the Project Management Institute.
2. The Consultant is responsible for obtaining all necessary manuals, reference documents and other materials.
3. The Consultant is directed to the Caltrans Publications and Distribution Center for policies and procedures. Publications staff can be reached at: (916) 323-5606, (916) 445-3520 or by fax at: (916) 324-8997.

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

4. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from the Caltrans internet web site <http://Caltrans-opac.ca.gov/publicat.htm> may be requested from the Department's Contract Manager. Caltrans does not guarantee the availability of publications nor its internet web pages.

5. Caltrans manuals, guidelines, standards and the like are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.
6. The Department's Contract Manager, in cooperation with the District Division Chief for Program and Project Management, shall decide on all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.
7. The minimum standard of work quality shall be that of similar work performed by the Department.
8. Additional standards for specific tasks may be included in the Task Order. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the Task Order standards shall govern over the standards specified herein.

E. Personnel Requirements

The Consultant's personnel shall be capable of performing the types of work described above in "Required Services" with minimal instructions.

1. Project Manager –The Consultant's Project Manager shall be a licensed registered Engineer in the State of California and have a minimum of three (3) years of responsible experience as Project Manager, following licensing and/or certification. The Consultant's Project Manager shall coordinate all project management matters with the Department's Contract Manager, in cooperation with the District Division Chief for Program and Project Management. The Project Manager shall be accessible to the Department's Contract Manager at all times during normal Department working hours. In addition to other specified responsibilities, the Project Manager shall be responsible for all matters related to the Consultant's personnel, including, but not limited to the following:
 - Reviewing, monitoring, training, and directing the Consultant's personnel.
 - Assigning personnel to complete the required Task Order work as specified.
 - Administering personnel actions.
2. Each Consultant employee assigned as a Project Manager shall have qualifications at least equivalent to one of the following classifications in California State service:

Senior Transportation Engineer, Caltrans

Senior Bridge Engineer
Senior Transportation Electrical Engineer (Specialist)
Senior Transportation Electrical Engineer (Supervisor)
Senior Materials and Research Engineer
Senior Mechanical Engineer, Caltrans

3. Each Consultant employee assigned as an Assistant Project Manager staff member shall have the desirable qualifications at least equivalent to one of the following classifications in California State service:

Transportation Engineer (Civil)
Transportation Engineer (Electrical), Range C or D
Associate Architect
Land Surveyor, Caltrans
Landscape Architect, Range C or D
Associate Materials and Research Engineer
Associate Mechanical Engineer, Caltrans
Associate Engineering Geologist
Associate Right of Way Agent
Associate Environmental Planner

4. Each Consultant employee assigned as a Project Analyst or Project Management staff member shall have the desirable qualifications at least equivalent to one of the following classifications in California State service:

Transportation Engineer Technician
Associate Governmental Program Analyst

5. In addition to the requirements listed in item E (2) above, each Consultant employee assigned as an Expert Project Manager shall be a recognized expert in the field in which he or she is consulting. Assisting the FHWA and other review agencies to review documents requires prior experience doing the particular type of review
6. Consultant staff may be required to work in Department facilities in Caltrans District 10 for extended periods of time.

F. Equipment Requirements

Office Equipment and Supplies - The Consultant shall provide adequate office equipment and supplies to complete the required work. The Consultant will not be reimbursed separately for Office Equipment and Supplies to complete the required services.

G. Materials to be provided by the Department

Materials to be provided by the Department, if any, will be specified in the Task Order.

H. Materials to be provided by the Consultant

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work.

I. Deliverables

The Consultant has total responsibility for the accuracy and completeness of the deliverables prepared by the Consultant or their sub-Consultants for projects and shall check all such material accordingly. The Department will provide only the cursory review of the Consultant's deliverables for conformity with the requirements in the Task Order. Reviews by the Department do NOT include review or checking of quantitative calculations and/or the accuracy with which the results are concluded in the deliverables and the impacts of those conclusions/results on the final PS&E and the project. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or its sub-Consultants shall not incorporate in deliverables any materials or equipment of single or sole source origin without written approval of the Department.

1. Unless otherwise specified in the Task Order, the deliverables shall also conform to the requirements in Paragraph I "Deliverables".
2. If the Consultant fails to submit the required deliverable items set forth in this section, the Department shall have the right to withhold payment, and/or terminate this Agreement.
3. All work described in this contract will be performed under Task Orders corresponding to Paragraph B "Description of Required Services", Paragraph D "Standards" and as directed by the Department's Contract Manager.
 - a. The Task Orders will contain the specific statement of work to be performed under that Task Order. The Task Orders will also include the project milestone to be achieved by the Task Order in addition to any additional milestones needed to assure timely performance and fiscal responsibility regarding this project.
 - b. All Task Orders will be negotiated between the Department's Contract Manager and the Consultant's Project Manager in

accordance with the terms of this contract including the wage rates indicated in the Consultant's cost proposal.

- c. The Consultant shall submit a cost proposal for each Task Order to the Department's Contract Manager for review. The cost proposal shall include, at a minimum, the following information: The names of the individuals proposed for work on this task, the individuals' classifications, the duties the individual will perform along with the Caltrans activity codes for such duties, the estimated hours for each individual under each duty or activity, the wage rates for each individual from the cost proposal for this Agreement, an estimate of allowable direct costs other than labor, and a summation of total costs proposed for the Task Order.
- d. Other information may be included at the request of the Department's Contract Manager.

4. Department Review of Deliverables

The Department's District staff and the Contract Manager will provide cursory review of the Task Order deliverables for conformity with the requirements of this contract. Reviews by the Department do NOT include detailed review of the deliverables. The responsibility for accuracy and completeness of work performed by the Consultant, including all Consultant deliverables and submittals remains solely that of the Consultant.