

STATE OF CALIFORNIA
STANDARD AGREEMENT

Department Of Transportation

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 2/13/13

AGREEMENT NUMBER 07A3403	REGISTRATION NUMBER
-----------------------------	---------------------

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

Arcadis U.S., Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from **May 14, 2013** or upon Caltrans approval, whichever is later, through **June 30, 2016**.

3. The maximum amount of this Agreement is: **\$2,000,000.00**
Two Million Dollars and No Cents.

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

Exhibit A – Scope Of Work And Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms And Conditions	27 Pages
Exhibit E – Additional Provisions	10 Pages
Attachment 1 – Scope Of Work	14 Pages
Attachment 2 – Cost Proposal	7 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E).	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2 Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/standard+language/default.htm>.

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

CONTRACTOR (herein referred to as "the Consultant")

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

Arcadis U.S., Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

5-14-13

PRINTED NAME AND TITLE OF PERSON SIGNING

JOSEPH L. SEIBOW, EXEC. V.P.

ADDRESS

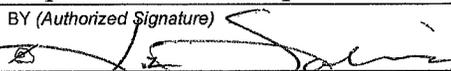
445 S. Figueroa Street, Suite 3650
 Los Angeles, CA 90071

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/16/13

PRINTED NAME AND TITLE OF PERSON SIGNING

LIZ SALINAS, Branch Chief

ADDRESS

Division of Procurement and Contracts, MS 65 12 6415: S3
 1727 30th, Sacramento, CA 95816

California Department of General Services
 Use Only

Exempt per: PCC 10430(d)

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 2/13/13

AGREEMENT NUMBER

07A3403

REGISTRATION NUMBER

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

Arcadis U.S., Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from **May 14, 2013** or upon Caltrans approval, whichever is later, through **June 30, 2016**.

3. The maximum amount of this Agreement is: **\$2,000,000.00**
Two Million Dollars and No Cents.

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

Exhibit A – Scope Of Work And Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms And Conditions	27 Pages
Exhibit E – Additional Provisions	10 Pages
Attachment 1 – Scope Of Work	14 Pages
Attachment 2 – Cost Proposal	7 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E).	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2 Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/standard+language/default.htm>.

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

CONTRACTOR (herein referred to as "the Consultant")

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

Arcadis U.S., Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

445 S. Figueroa Street, Suite 3650
Los Angeles, CA 90071**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

LIZ SALINAS, Branch Chief

ADDRESS

Division of Procurement and Contracts, MS 65
1727 30th, Sacramento, CA 95816**California Department of General Services
Use Only** Exempt per: PCC 10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall provide professional claims analysis services to support the development and construction of proposed State transportation facilities.

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed in the District 7 (Los Angeles and Ventura Counties).
- C. This Agreement will commence on **May 14, 2013** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **June 30, 2016**. The services shall be provided during working hours, Monday through Friday, except holidays, unless specified in each Task Order or notified otherwise by the Caltrans' Contract Manager. 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
Caltrans Contract Manager: Hassan Safari	Consultant Contract Manager: Joseph Seibold
District/Division: District 07/Program/Project Management Service, MS 2	Office/Branch:
Address: 100 S. Main Street Los Angeles, CA 90012	Address: 445 S. Figueroa St., Suite 3650 Los Angeles, CA 90071
Phone: (213) 897-0333	Phone: (213)-486-9884
Fax: (213) 897-0618	Fax: (213)-486-9894
e-mail: Hassan_Safari@dot.ca.gov	e-mail: joe.Seibold@arcadis-us.com

- E. **Work Guarantee**
 Caltrans 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), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."
- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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.
- 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.

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 Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.
- E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.
1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.
 2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.
- D. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>.
- E. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- F. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
 - G. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
 - H. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements listed for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.
 - I. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

DEPARTMENT OF TRANSPORTATION
District 07/Program/Project Management, MS 2
Attn: Hassan Safari, Contract Manager
100 S. Main Street
Los Angeles, CA 90012

- J. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order. If Caltrans does not receive invoices from the Consultant by the required deadline, Caltrans may reduce the payment on the invoice based on the formula set forth in Government Code 927.6 to offset in part the loss of federal funds encumbered for this Agreement.
- K. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.
- L. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$2,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- N. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the

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.

- O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- P. Caltrans, at its sole discretion, may review and/or audit and approve either the CPA ICR documentation or the Consultant's in-house developed rate if the Consultant has not commissioned or prepared CPA ICR documentation at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- Q. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
 - 1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
 - 2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
 - 3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
 - 4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

III. COST PRINCIPLES

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

II. DISPUTES

- C. 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.
- D. 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

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

General Conditions

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

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

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

XI. NON-DISCRIMINATION

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

XII. RETENTION OF RECORD/AUDITS

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

XXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to 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 and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed above or if no Standards listed,

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of this Agreement's Scope of Work, working on similar, successfully completed projects per defined requirements in the contracts for the similar projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in this Agreement, the Consultant shall inform the Caltrans Contract Manager of the better standard or practice. The Caltrans Contract Manager, in his/her sole discretion, shall decide whether to adopt the recommended standard or practice in performance of the Scope of Work under this Agreement.

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;

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

XXX. CONFLICT OF INTEREST

- 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. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- D. The Consultant further certifies that neither the Consultant, nor any firm affiliated with the Consultant, will bid on any construction contract included within this Agreement. Additionally, the Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- E. Except for Subconsultants whose services are limited to materials testing, no Subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
- F. The Consultant and subconsultants shall not compete for nor be awarded a contract for the provision of any services, procurement of goods or supplies, or any other action, which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- G. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXXI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXXII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

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

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

XXXIII. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (DEC. 2007)

A. Definition

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

B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:
 - a. Have a written code of business ethics and conduct; and

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- b. Provide a copy of the code to each employee engaged in performance of the contract.
2. The Consultant shall promote compliance with its code of business ethics and conduct.
- C. Awareness Program and Internal Control System for Other Than Small Businesses

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

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
 - a. The Consultant's internal control system shall:
 - (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (2) Ensure corrective measures are promptly instituted and carried out.
 - b. For example, the Consultant's internal control system should provide for:
 - (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
 - (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - (3) Internal and/or external audits, as appropriate; and
 - (4) Disciplinary action for improper conduct.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

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

II. NON-DISCRIMINATION

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

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

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subconsultant.

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

- 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.

EXHIBIT E
ADDITIONAL PROVISIONS

- V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)
- A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.
 - B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE Substitutions."
 - C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.
 - D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

EXHIBIT E
ADDITIONAL PROVISIONS

VI. DBE RECORDS

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

VII. DBE SUBSTITUTIONS

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

EXHIBIT E
ADDITIONAL PROVISIONS

Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

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

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

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

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

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

EXHIBIT E
ADDITIONAL PROVISIONS

IX. DBE ELIGIBILITY

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

B. Credit for DBE Prime Consultants

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

C. Credit for Material or Supplies

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
 4. Credit for materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- D. Credit for DBE trucking companies will be as follows:
1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

EXHIBIT E
ADDITIONAL PROVISIONS

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

X. TERMINATION OF DBE

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

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

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

SCOPE OF WORK/DELIVERABLES
Construction Claims Analysis Services

A. Project Description:

1. Purpose of Work

The Consultant shall perform professional claims analysis services to support the development and construction of proposed State transportation facilities. Caltrans Contract Manager shall assign specific projects to the Consultant through the issuance of Task Orders.

Task Orders may include, but are not limited to, analyzing potential claims related to Critical Path Method (CPM) schedule time impact analysis, providing specialized expertise in reviewing and assisting Resident Engineers to respond to potential claims, conducting detailed analysis of complex construction claims, proposing claim resolutions, auditing and quantifying labor and material escalations, and up on request assisting Resident Engineers to complete preliminary claim findings.

This contract does not include construction inspection, field office support services and material testing.

2. Location of Work

In general, the construction engineering and claims analysis work shall be performed in the District 7 (Los Angeles and Ventura Counties). The specific location of the work to be performed will be detailed in each Task Order.

The following list of projects will be part of the contract:

EA	Co-Rte-PM	Type of Work
24130	LA-405-24.4/25.8	CONSTRUCT AN AUXILIARY LANE
2411U	LA-110-21.2/22.8	CONSTRUCT AUXILIARY LANES
26900	LA-710-18.1/20.8	PLACE HOT MIX ASPHALT
19310	LA-005-16.9/28.7	REHABILITATE PAVEMENT
12184	LA-005-26.7/29.4	CONSTRUCT HOV LANES
25180	VEN-101-12.6/37.0R	PLACE HOT MIX ASPHALT
26070	VEN-101-39.8R/43.6R	WIDEN RDWY W/JPCP OVER
1218V	LA-005-31.6/36.0	CONSTRUCT HOV LANES

EA	Co-Rte-PM	Type of Work
27440	LA-010-20.2/31.2	HIGH OCCUPANCY TOLL LANES
14551	LA-001-08.8/09.5	CONSTRUCT R/R GRADE SEP & UNDRCSSG
28800	LA-210-09.7R/16.1R	ROADWAY REHABILITATION
28690	LA-060-11.6/23.6R	REPLACE PCC SLAB, GRIND PAVEMENT
21593	LA-005-02.7/04.0	WIDEN AND REALIGN FREEWAY
11707	LA-010-31.2/33.4	CONSTRUCT HOV LANES
17215	LA-030-02.3R/05.4R	FREEWAY CONSTRUCTION
0607U	VEN-101-22.0/24.0R	WIDEN ROADWAY AND BRIDGES
2159C	LA-005-01.8/03.0	WIDEN AND REALIGH FREEWAY WITH PCC
25280	LA-005-73.2R/88.6R	PCC PAVEMENT, WIDEN MEDIAN SHOULDER
20212	LA-710-21.9/23.1	LONG LIFE PAVEMENT & WIDEN BRIDGES
20211	LA-710-17.2/26.4	LONG LIFE PAVEMENT & WIDEN BRIDGES
1219U	LA-005-36.0/39.4	CONSTRUCT HOV LANES
21594	LA-005-04.0/05.8	ROADWAY WIDENING (SEG 4)
21592	LA-005-0.00/01.5	ROADWAY WIDENING (SEG 2)
1294V	LA-060-11.8/23.3	CONSTRUCT HOV LANE AND SOUNDWALLS
16800	LA-005-44.2R/46.0R	CONSTRUCT HOV LANES AND CONNECTORS
21595	LA-005-05.8/06.8	ROADWAY WIDENING & STRIPING (SEG 5)
16681	LA-010-18.3/31.3	REHABILITATE ROADWAY AND RAMPS
1178U	LA-405-25.9/29.5	CONSTRUCT HOV LANES
13820	LA-047-03.4/04.6	REPLACE STEEL BRIDGE WITH CIP
1218W	LA-005-29.4/31.6	REALIGN ROUTE 5 AND RAILROAD TRACKS
28860	LA-710-03.6/06.0	BRIDGE REPLACEMENT
12030	LA-405-28.8/39.0	WIDEN FOR HOV LANE (DESIGN BUILD)

The above list is comprehensive but is not an exclusive list of projects. Consultant may be required to work on Safety Projects, Emergency Projects or other transportation projects, including minor projects not listed above.

B. Description of Required Services

1. Required Services

The Consultant is expected to perform and have expertise and capacity to perform any or all of the following functions/activities, but not limited to:

- a. Analyze potential claims and provide recommendations of entitlement and compensation based on specific sections of the contract document.
- b. Analyze Critical Path Method schedules for planned versus as-built work and delays.
- c. Analyze and compare both Caltrans' and the Contractor's records pertaining to claims and provide technical advice to the Resident Engineer of any merit of entitlement.
- d. Provide claim assessment for merit, entitlement and compensation of claim resolution based on analysis and contract Standard Specifications and Special Provisions.
- e. Audit of the construction contractor's records to define allowable overhead and any escalation costs.
- f. Assist in preparation of Resident Engineers for the Dispute Review Board position papers and meetings.
- g. Assist Resident Engineer to complete the preliminary claim findings.

WBS Codes

Task Orders are based on Caltrans Work Breakdown Structure (WBS). The Department's standard WBS is on the Internet at:

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

290. RESOLVE CONTRACT CLAIMS
290.05 Analyzes of Notices of Potential Claims

WBS Codes

- 290.10 Supporting Documentation and Responses to Notices of Potential Claims
- 290.15 Reviewed and Approved Claim Report
- 290.35 Technical Support

C. Schedule of Performance:

This is a three (3) year contract. Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order.

D. Availability and Work Hours

1. The Consultant shall begin the required construction engineering/claim work within three working days after receiving a fully executed Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
2. Construction engineering/claim shall not be performed when conditions prevent a safe, efficient operation.
3. Unless otherwise specified in the Task Order or directed by Caltrans's Contract Manager, the normal workweek shall consist of 40 hours.
4. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans's Contract Manger or specifically required by the Task Order.

E. Personnel Requirements

The Consultant's personnel shall be capable of performing the types of construction engineering claims analysis work described above in Section B with minimal instructions.

The Consultant shall, throughout the life of the contract, retain within the Consultant's firm or through subcontractors, a staff qualified to perform each of the tasks described in this Scope of Work.

Consultant Contract Manager: The Consultant's Contract Manger shall coordinate all construction engineering matters with the Caltrans Contract Manager, in cooperation with the District/Region Area Construction Engineer. The Consultant Contract Manager shall be accessible to Caltrans' Contract Manager at all times during normal Caltrans working hours. The Consultant Contract

Manager shall be a Registered Civil Engineer in the State of California, with a minimum of seven (7) years of highway/transportation construction management, and CPM analysis and claim resolution experience. The Consultant's Contract Manager shall be responsible for all matters related to the Consultant's personnel and construction engineering and claims analysis work, including:

- Reviewing, monitoring, training, and directing the Consultant 's personnel
- Assigning personnel to complete the required Task Order work as specified
- Administering personnel actions
- Maintaining project files
- Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparing and distributing meeting minutes
- Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy and identify critical reviews and milestones
- Overseeing that all safety measures are in place

Construction Claims Engineers: Construction Claim Engineers shall be knowledgeable and experienced in the following:

1. Using Primavera Project Planner (P3), Suretrack and Microsoft Office (Word, Excel, Powerpoint, etc.) software.
2. Analyzing Critical Path Method (CPM) schedules with respect to time, resource and cost. The personnel shall possess the experience and skills to conduct detailed schedule analysis.
3. Preparing reports, plots, exhibits, and other presentation materials and items related to claims.
4. Analyzing Time Impact Analyses (TIA), perform TIA and write narrative.
5. Providing specialized expertise for the support of review and analysis of potential claims, ability to assist resident engineers to respond to the supplemental and full and final documentations in a timely manner.
6. Analyzing claims for merit of entitlement and estimating their costs.
7. Providing support to Resident Engineers for the Dispute Review Board (DRB) process and assisting resident engineers in preparation of draft position papers.
8. Providing support to resident engineers for the District Management Review (DMR) process.

9. General construction process and terminology and working knowledge of Caltrans construction filing system.
10. Solid knowledge of Caltrans plans, specifications and manuals (Standard Plans, Standard Specifications, Construction Manual, and all other related documents)
11. Possessing excellent oral and written communication skills.
12. Having minimum of four (4) years experience performing construction claims for highway transportation projects performing related duties as described above.
13. Possessing a four (4) year degree from an ABET-accredited college in the field of civil or transportation engineering and having a minimum of five (5) years of highway/transportation and claim resolution experience.

Caltrans Contract Manager, the Caltrans District Claims Engineer and the Caltrans Senior Engineer, will interview the Consultant's personnel to evaluate their qualifications and experience. If at any time the level of performance is below expectations, the District Claims Engineer may release the Consultant's personnel and request another person be assigned as needed. The Consultant may request to add personnel to the cost proposal using personnel request change form with written approval from the District's Contract Manager. The resume for additional personnel shall be submitted and reviewed by Caltrans Contract Manager and the District Claims Engineer.

The Consultant shall, throughout the life of the Agreement, retain within the Consultant's company, or through subconsultants, a staff of people qualified to perform each of the tasks listed in this Agreement. The Contractor's personnel shall be capable of performing the types of work described with minimal instructions. Caltrans prior written approval is required for any substitutions or alterations to Contractor's originally proposed staff and project organization.

F. Equipment Requirements

The Consultant shall, through the life of the contract, provide all necessary equipment including but not limited to software, hardware, and supplies to enable its personnel to perform assigned duties in an accurate, timely, and safe manner. These functions shall include, but are not limited to:

Consultant shall possess and skillfully operate:

- CPM software, with Primavera and Sure Trak as a minimum
- Microsoft Office (Word, Excel, PowerPoint) software
- Full-size plotter

Consultant shall be capable of providing:

- Full-size color plots of CPM charts and graphs
- Various technical and financial documents
- Expert exhibits
- Specialized training materials
- An electronic calculator, laptop computer with Wireless Network connection and printer

G. Field Safety

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

- The Consultant's personnel shall comply with all Caltrans safety provisions including, but not limited to, the Caltrans Safety & Traffic Manuals.
- The Consultant's personnel shall wear white hard hats, eye protection, approved safety vests, approved life jackets (if required), and other protective gear as required at all times while working in the field.
- The Consultant shall provide appropriate safety training for all Consultant personnel.
- The Consultant shall provide all safety equipment.

H. Deliverables

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

1. All reports, calculations and other applicable documents shall be prepared on Caltrans standardized forms. Necessary forms will be provided by Caltrans for Consultant's use.
2. Written documents shall be submitted in both hardcopy and electronic files in the Caltrans' approved format (Microsoft Word, Microsoft Excel and other, as

specified in the Task Order) and shall conform to the requirements of the Caltrans.

3. Contract Claims Engineer shall prepare a brief report of daily office operations. The reports shall be prepared on Caltrans provided forms and shall be prepared daily at the end of the day's work.

I. Standards:

1. All work shall be performed in accordance with current Caltrans Manuals (current revisions), Construction Policy Bulletins (CPBs) and Deputy Directives.
2. Consultant represents that it possesses all necessary training, licenses and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed in this scope of work or if no Standards listed, will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of this Agreement's Scope of Work, working on similar, successfully completed projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in this Agreement, the Consultant shall inform the Caltrans' Contract Manager of the better standard or practice. The Caltrans' Contract Manager, in his/her sole discretion, shall decide whether to adopt the recommended standard or practice in performance of the Scope of Work under this Agreement.
3. Construction claim analysis work shall be conducted in accordance with the following current Caltrans manuals: Construction Manual, Bridge Construction Records and Procedures Manual, Standard Test Methods, Manual of Traffic Controls for Construction and Maintenance Work Zones, State Standard Specifications and Standard Plans, and the project plans and Special Provisions.
4. Additional standards for specific construction engineering work 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 standards specified herein shall govern.
5. Caltrans District Claims Engineer, in cooperation with Caltrans Contract Manager and the District/Region Area Construction Engineer, shall decide all issues which may arise as to the quality or acceptability of deliverables furnished and work performed under this contract.

6. All reports, calculations, and other applicable documents shall be prepared on Caltrans standardized forms and software applications as designated in the Task Order by Caltrans Contract Manager.

J. Orientation Provided by Caltrans

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

K. Materials to be Provided by Caltrans

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

1. Existing documents, if any, which are applicable to the current project within the project limits,
2. Project special provisions, full-size and/or reduced-size sets of project plans, materials information handout, and contract and proposal, as necessary,
3. Caltrans construction forms as necessary, including electronic or hardcopy (as specified by the Resident Engineer) daily diary forms.

L. Monitoring and Review Procedure

1. Caltrans Contract Manager and District Claims Engineer shall have the right to monitor and review the progress and/or processes of the Consultant.
2. The Consultant Contract Manager shall meet with Caltrans Contract Manager and District Claims Engineer a minimum of once per month to review procedures and progress.

M. Product Approval and Payment

1. All construction engineering deliverables produced by the Consultant as specified by the Task Order shall be subject to the approval and acceptance by the Resident Engineer, the District Claims Engineer and the Department's Contract Manager.

2. In the event of non-acceptance due to errors, omissions or non-compliance with the scope of the Task Order, the current Caltrans Manuals and their current revisions, the Consultant shall make corrections prior to payment at no cost to Caltrans.
3. Construction engineering work that does not conform to the requirements specified herein and the applicable Task Order will not be compensated.

N. Work Product Approval

1. The Consultant shall only perform work that is authorized and described on written Task Order ("TO") that is signed by both Caltrans and the Consultant.
2. The Consultant shall maintain a complete project file for each TO performed under the Agreement. This file shall be made available to the Caltrans' Contract manager or designees during normal work hours and shall be transferred to Caltrans upon completion of work under the TO.
3. The Consultant shall carry out instructions as received from the Caltrans' Contract Manager or designee(s) and shall cooperate with the State, Federal Highway Administration (FHWA) and any other consultants working on the project.
4. The Consultant shall assist Caltrans in obtaining necessary approvals and permits. Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications and track the status of permit applications, as specified in each TO.
5. All work shall be performed in conformance with all applicable occupational health and safety standards and rules established by the State of California and the U.S. Government and safety instructions issued by Caltrans in the performance of Task Order work.
6. Additional standards for specific work may be included in the applicable TO. Such standards supplement the standards specified herein.
7. The Caltrans' Contract Manager may designate a Project Coordinator to manage a specific TO.
8. The Caltrans Contract Manager, in cooperation with the Task Order Manager and Project Manager, shall decide all questions which may arise

as to the quality or acceptability of deliverables and work performed for this agreement.

O. Task Orders (TO)

1. Specific projects will be assigned by the Caltrans' Contract Manager to the Consultant through issuance of TOs describing in detail the services to be performed. See sample Task Order format, Attachment 5.
2. Prior to commencing any specific task, a written TO shall be prepared for the specific work to be accomplished. Each TO shall be agreed to and signed by Caltrans Contract Manager, Caltrans Task Order Manager, Caltrans Project Manager and Consultant Project Manager.
3. Caltrans will identify all work to be performed under this Agreement through preparation of a draft TO, less the cost estimate. The draft TO will identify (with specificity) the purpose or goal of the TO, the scope of services, expected results, project deliverables, performance criteria or performance tests for the services, project schedule, and any milestone or tollgate deliverables (i.e. any deliverables that must be delivered and accepted prior to subsequent work being performed). The TO will identify the Caltrans' Project Manager.
4. Upon receipt of the TO, the Consultant shall review the TO and prepare a written estimate of the number of hours per staff person, any anticipated reimbursable expenses and total dollar amount. The Consultant shall return the draft TO to Caltrans within no more than ten (10) calendar days after receipt.
5. The cost estimate shall be in the format prescribed in the draft TO. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of professional judgment. After agreement has been reached on the negotiable items, the finalized TO shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, the work described in the draft TO shall not be performed by Consultant and Caltrans shall not pay for any work described on the TO. No payment will be due or made for any work performed on an unsigned TO, and Caltrans shall not pay for any work described on the unsigned TO.
6. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a TO, no payment will be made until the

deliverable has been satisfactorily completed.

7. 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 TOs shall be executed under this Agreement upon the effective date of the subsequent agreement.
8. TOs may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
9. The following shall apply to negotiated TOs firm fixed price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Attachment 2 Cost Proposal
10. TOs are not valid until approved by Caltrans and subsequently signed by both parties.
11. The Consultant shall not commence performance of work or services on a TO until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be due or made for any work performed prior to approval or after the period of performance of the TO.
12. Provided there is a valid TO, the Consultant will be reimbursed for actual hours worked at the hourly rates specified in Attachment __, Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. In addition, the Consultant will be reimbursed for actual direct costs, other than salary costs, that are identified in an executed TO. Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules detailed in the Caltrans Travel and Expense Guide.
13. The period of performance for TOs shall be in accordance with dates specified in the TO. No TO will be written which extends beyond the expiration date of this Agreement.
14. The Total amount payable by Caltrans for an individual TO shall not exceed the amount agreed to in the TO. TOs and/or O Revisions require

written approval by the Consultant and Caltrans.

15. Unless otherwise specified in the TO or directed by Caltrans Contract Manager, the normal work week shall consist of forty (40) hours. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans Contract manager or specifically required by the TO, and will only be paid to persons covered by the Fair labor Standards Act.

P. Conflict of Interest

Any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering services and/or Construction Engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in the Scope of Work of this RFQ, must disclose the contractual relationship in the SOQ, the dates and the nature of the services either provided or potentially to be provided or actually provided under that contract(s).

All firms are required to disclose in the SOQ, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to Caltrans and all clients which either provided or potentially to be provided or actually provided under that contract(s) on the projects listed in this RFQ.

Throughout the Contract term, the Consultant and its subconsultants agrees that, prior to providing any engineering services to any construction contractor on any of the Caltrans projects listed in the scope of this Contract, it will disclose the potential business relationship and seek Caltrans' consent to render those services. The submitted documentation will be used for determining potential conflicts of interest; Caltrans will use this documentation to determine whether the firm may work on specific projects. A conflict of interest may include a situation in which, during the term of the Contract, the Consultant and/or its subconsultants provides engineering services to a construction contractor who is awarded a contract with Caltrans on a project for which there is an assigned Task Order under this Contract. In this situation, the Consultant must immediately notify the Caltrans Contract Manager regarding the conflict. The Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the Contract. The Consultant

and its subconsultants have not, currently do not and will not provide Design Engineering services including lead Project Management services and claim services on the same Caltrans project(s) identified in the Contract Scope of Work.

All deliverables produced by the Consultant and its subconsultants shall be free of any actual or potential conflict of interest and shall be subject to the approval and acceptance by the Caltrans Contract Manager.

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 as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement deliverables, the Consultant shall not receive compensation for the deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultants. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the Contract. Examples of conflict of interest are as follows:

- Design & Construction (as a contractor) work on the same project
- Serving on an active design contract or has provided design services for the same projects listed in this Contract.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

Contract 07A3403
Attachment: 2
Prime Consultant: ARCADIS
Date: 5/2/13
Page 1 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	72.25%	+	91.31%	+	incl in OH	=	163.56%
Overtime	72.25%	+	91.31%	+	incl in OH	=	163.56%
					Fee %	=	7.25%

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Joseph Seibold, PE * Project Manager Exempt	320.00	n/a	02/01/13	04/30/14	-	n/a	n/a
	326.40		05/01/14	04/30/15	2.0%		
	332.93		05/01/15	04/30/16	2.0%		
	339.59		05/01/16	06/30/16	2.0%		
Christi Fu, PE Deputy Project Manager Exempt	139.98	n/a	02/01/13	04/30/14	-	49.52	n/a
	142.78		05/01/14	04/30/15	2.0%	50.51	
	145.63		05/01/15	04/30/16	2.0%	51.52	
	148.54		05/01/16	06/30/16	2.0%	52.55	
Debbie Brannon PM Support Exempt	99.50	n/a	02/01/13	04/30/14	-	35.20	n/a
	101.49		05/01/14	04/30/15	2.0%	35.90	
	103.52		05/01/15	04/30/16	2.0%	36.62	
	105.59		05/01/16	06/30/16	2.0%	37.35	
Rick Cianfaglione, PSP, CCM Schedule Analyst Exempt	175.25	n/a	02/01/13	04/30/14	-	62.00	n/a
	178.76		05/01/14	04/30/15	2.0%	63.24	
	182.33		05/01/15	04/30/16	2.0%	64.50	
	185.98		05/01/16	06/30/16	2.0%	65.79	
Roy Cooper, PE Claims Engineer Exempt	231.39	n/a	02/01/13	04/30/14	-	81.86	n/a
	236.02		05/01/14	04/30/15	2.0%	83.50	
	240.74		05/01/15	04/30/16	2.0%	85.17	
	245.56		05/01/16	06/30/16	2.0%	86.87	
Sagrario Cross PM Support Exempt	85.90	n/a	02/01/13	04/30/14	-	30.39	n/a
	87.62		05/01/14	04/30/15	2.0%	31.00	
	89.37		05/01/15	04/30/16	2.0%	31.62	
	91.16		05/01/16	06/30/16	2.0%	32.25	
Jeff DeFeo, Esq. * Claims Engineer Exempt	310.00	n/a	02/01/13	04/30/14	-	n/a	n/a
	316.20		05/01/14	04/30/15	2.0%		
	322.52		05/01/15	04/30/16	2.0%		
	328.97		05/01/16	06/30/16	2.0%		
Brian Fraczkwicz Schedule Analyst Exempt	69.99	n/a	02/01/13	04/30/14	-	24.76	n/a
	71.39		05/01/14	04/30/15	2.0%	25.26	
	72.82		05/01/15	04/30/16	2.0%	25.76	
	74.27		05/01/16	06/30/16	2.0%	26.28	

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
4. The indirect cost rate used to develop this cost proposal is based on the financial fiscal year 2011 for ARCADIS.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT
 ADM 2033 (Rev. 10/12)

Contract 07A3403
 Attachment: 2
 Prime Consultant: ARCADIS
 Date: 5/2/13
 Page 2 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	72.25%	+	91.31%	+	incl in OH	=	163.56%
Overtime	72.25%	+	91.31%	+	incl in OH	=	163.56%
					Fee %	=	7.25%

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Nabil Fraywat, PE Technical Support Exempt	285.41	n/a	02/28/13	12/31/13	-	100.97	n/a
	291.12		01/01/14	12/31/14	2.0%	102.99	
	296.94		01/01/15	12/31/15	2.0%	105.05	
	302.88		01/01/16	06/30/16	2.0%	107.15	
Mehran Ghaemi, EIT Schedule Analyst Exempt	118.92	n/a	02/01/13	04/30/14	-	42.07	n/a
	121.30		05/01/14	04/30/15	2.0%	42.91	
	123.72		05/01/15	04/30/16	2.0%	43.77	
	126.20		05/01/16	06/30/16	2.0%	44.65	
Brian Goodreau, PSP Schedule Analyst Exempt	84.43	n/a	02/01/13	04/30/14	-	29.87	n/a
	86.12		05/01/14	04/30/15	2.0%	30.47	
	87.84		05/01/15	04/30/16	2.0%	31.08	
	89.60		05/01/16	06/30/16	2.0%	31.70	
Charlie Guess, PE Technical Support Exempt	258.25	n/a	02/01/13	04/30/14	-	91.36	n/a
	263.41		05/01/14	04/30/15	2.0%	93.19	
	268.68		05/01/15	04/30/16	2.0%	95.05	
	274.05		05/01/16	06/30/16	2.0%	96.95	
Mark Guevara, Esq., CFCC, PSP, PMP, EIT Claims Engineer / Schedule Analyst Exempt	185.29	n/a	02/01/13	04/30/14	-	65.55	n/a
	188.99		05/01/14	04/30/15	2.0%	66.86	
	192.77		05/01/15	04/30/16	2.0%	68.20	
	196.63		05/01/16	06/30/16	2.0%	69.56	
Steve Koller Claims Engineer Exempt	113.83	n/a	02/01/13	04/30/14	-	40.27	n/a
	116.11		05/01/14	04/30/15	2.0%	41.08	
	118.43		05/01/15	04/30/16	2.0%	41.90	
	120.80		05/01/16	06/30/16	2.0%	42.73	
Michael MacDonald * Claims Engineer Exempt	120.00	n/a	02/01/13	04/30/14	-	n/a	n/a
	122.40		05/01/14	04/30/15	2.0%		
	124.85		05/01/15	04/30/16	2.0%		
	127.34		05/01/16	06/30/16	2.0%		
Frances Marshall PM Support Non-Exempt	56.45	66.43	02/01/13	04/30/14	-	19.97	n/a
	57.58	67.76	05/01/14	04/30/15	2.0%	20.37	
	58.73	69.12	05/01/15	04/30/16	2.0%	20.78	
	59.90	70.50	05/01/16	06/30/16	2.0%	21.19	

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
4. The indirect cost rate used to develop this cost proposal is based on the financial fiscal year 2011 for ARCADIS.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

Contract 07A3403
Attachment: 2
Prime Consultant: ARCADIS
Date: 5/2/13
Page 3 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	72.25%	+	91.31%	+	incl in OH	=	163.56%
Overtime	72.25%	+	91.31%	+	incl in OH	=	163.56%
					Fee %	=	7.25%

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Chris Okerstrom, EIT Claims Engineer Exempt	190.26	n/a	02/28/13	12/31/13	-	67.31	n/a
	194.07		01/01/14	12/31/14	2.0%	68.66	
	197.95		01/01/15	12/31/15	2.0%	70.03	
	201.91		01/01/16	06/30/16	2.0%	71.43	
Deviprasad Pentapati Schedule Analyst Exempt	160.39	n/a	02/01/13	04/30/14	-	56.74	n/a
	163.59		05/01/14	04/30/15	2.0%	57.87	
	166.87		05/01/15	04/30/16	2.0%	59.03	
	170.20		05/01/16	06/30/16	2.0%	60.21	
Amador Perea Claims Engineer Exempt	175.25	n/a	02/01/13	04/30/14	-	62.00	n/a
	178.76		05/01/14	04/30/15	2.0%	63.24	
	182.33		05/01/15	04/30/16	2.0%	64.50	
	185.98		05/01/16	06/30/16	2.0%	65.79	
Eric Schatz, PE, LEED AP Claims Engineer Exempt	157.36	n/a	02/01/13	04/30/14	-	55.67	n/a
	160.51		05/01/14	04/30/15	2.0%	56.78	
	163.72		05/01/15	04/30/16	2.0%	57.92	
	166.99		05/01/16	06/30/16	2.0%	59.08	
Jo Lynn Smith, EIT, PSP Schedule Analyst Exempt	197.08	n/a	02/01/13	04/30/14	-	69.72	n/a
	201.02		05/01/14	04/30/15	2.0%	71.11	
	205.04		05/01/15	04/30/16	2.0%	72.54	
	209.14		05/01/16	06/30/16	2.0%	73.99	
Brian Coyne, PSP, CCC Schedule Analyst Exempt	199.99	n/a	02/01/13	04/30/14	-	70.75	n/a
	203.99		05/01/14	04/30/15	2.0%	72.17	
	208.07		05/01/15	04/30/16	2.0%	73.61	
	212.23		05/01/16	06/30/16	2.0%	75.08	
Grace Tell Schedule Analyst Exempt	183.73	n/a	02/01/13	04/30/14	-	65.00	n/a
	187.41		05/01/14	04/30/15	2.0%	66.30	
	191.16		05/01/15	04/30/16	2.0%	67.63	
	194.98		05/01/16	06/30/16	2.0%	68.98	
Neil Suhr PM Support Non-Exempt	70.67	83.17	02/01/13	04/30/14	-	25.00	n/a
	72.08	84.83	05/01/14	04/30/15	2.0%	25.50	
	73.52	86.53	05/01/15	04/30/16	2.0%	26.01	
	74.99	88.26	05/01/16	06/30/16	2.0%	26.53	

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
4. The indirect cost rate used to develop this cost proposal is based on the financial fiscal year 2011 for ARCADIS.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT
 ADM 2033 (Rev. 10/12)

Contract 07A3403
 Attachment: 2
 Sub-Consultant: Athalye
 Date: 5/2/13
 Page 4 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	+		117.35%	+		=	117.35%
Overtime	+		117.35%	+		=	117.35%
					Fee %	=	7.25%

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Ken Loncharich, PE Claims Engineer Exempt	201.41	n/a	02/01/13	04/30/13	-	86.40	n/a
	205.43		05/01/13	04/30/14	2.0%	88.13	
	209.54		05/01/14	04/30/15	2.0%	89.89	
	213.73		05/01/15	06/30/16	2.0%	91.69	
Chetan Shah, PE Schedule Analyst Exempt	174.83	n/a	02/01/13	04/30/13	-	75.00	n/a
	178.33		05/01/13	04/30/14	2.0%	76.50	
	181.89		05/01/14	04/30/15	2.0%	78.03	
	185.53		05/01/15	06/30/16	2.0%	79.59	

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
4. The indirect cost rate used to develop this cost proposal is based on the financial fiscal year 2011 for Athalye.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT
 ADM 2033 (Rev. 10/12)

Contract 07A3403
 Attachment: 2
 Sub-Consultant: Dynamic
 Date: 5/2/13
 Page 5 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	n/a	+	n/a	+	n/a	=	n/a
Overtime	n/a	+	n/a	+	n/a	=	n/a
					Fee %	=	n/a

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Chia-Chi Wang * Technical Support Exempt	164.54	n/a	02/01/13	04/30/14	-	n/a	n/a
	167.83		05/01/14	04/30/15	2.0%		
	171.19		05/01/15	04/30/16	2.0%		
	174.61		05/01/16	06/30/16	2.0%		

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT
 ADM 2033 (Rev. 10/12)

Contract 07A3403
 Attachment: 2
 Sub-Consultant: Hill
 Date: 5/2/13
 Page 6 of 7

	Fringe Benefit %		Overhead %		G & A %		Combined %
Normal	+		+		=		167.83%
Overtime	+		+		=		167.83%
						Fee %	= 7.25%

BILLING INFORMATION					CALCULATION INFORMATION		
Name / Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Hourly Rate	Hourly Range for Class
	Straight	OT	From	To			
Kenneth Baker, PE, Sr. VP * Claims Engineer Exempt	320.00	n/a	02/01/13	04/30/14	-	n/a	n/a
	326.40		05/01/14	04/30/15	2.0%		
	332.93		05/01/15	04/30/16	2.0%		
	339.59		05/01/16	06/30/16	2.0%		
James Millea Claims Engineer Exempt	240.86	n/a	02/01/13	04/30/14	-	83.85	n/a
	245.67		05/01/14	04/30/15	2.0%	85.53	
	250.59		05/01/15	04/30/16	2.0%	87.24	
	255.60		05/01/16	06/30/16	2.0%	88.98	
Daniel Feinblum, PE, PMP Claims Engineer Exempt	216.81	n/a	02/01/13	04/30/14	-	75.48	n/a
	221.15		05/01/14	04/30/15	2.0%	76.99	
	225.57		05/01/15	04/30/16	2.0%	78.53	
	230.09		05/01/16	06/30/16	2.0%	80.10	

1. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 02/28/13. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
2. Billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
3. Employees with an asterisk (*) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
4. The indirect cost rate used to develop this cost proposal is based on the financial fiscal year 2011 for Hill.

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO. _____

DATE:

CONSULTANT FIRM:

PROJECT TITLE:

PROJECT ID:

I. Task Order Description

(Describe Project. If the Agreement is for a firm fixed price, state whether the task order is for “Additional Design Services” or for “Additional Construction Support Services.”)

II. Scope of Services

(Include task order scope of work, expected results, and task order deliverables.)

III. Reports and/or Meetings

Shall be in accordance with Exhibit A of the Agreement.

IV. Period of Performance

Work under this Task Order shall begin on (Date) and terminate on (Date)

V. Task Schedule

(Outline here or attach as separate page.)

VI. Cost

- A. The Consultant will be paid in accordance with Exhibit A, Item II - Task Orders; Exhibit B, Item II, - Compensation & Payments; the Consultant’s Cost Proposal referenced as Attachment 2 to this Agreement No. (Insert No.), and with the attached Task Order Cost Estimate.
- B. In addition, the Consultant will be paid for actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Exhibit B, Item II, – Compensation and Payments, Paragraph B, and the Consultant’s Cost Proposal referenced as Attachment 2 of this Agreement No. (Insert No.).

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO. _____

C. The total amount payable by the State under this Task Order shall not exceed \$
(AMOUNT).

VII. Project Coordinator

The Project Coordinator from the Department for this Task Order will be

_____.

VIII. Conflict of Interest Certification

Department personnel signing below certify that they have read, understand, and will comply with Deputy Directive DD-09-R3 and Government Code 19990 regarding incompatible activities and conflict of interest by State employees.

IX. Approval Signatures

I certify that this Task Order and attachments comply with the provisions of Agreement No. (insert no.) and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.

(Type name)

CALTRANS CONTRACT MANAGER

(Use the following certification and Project Manager signature block when Task Order is for one project.)

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project.

(Type name)

CALTRANS PROJECT MANAGER

(Use the following certification and Functional Manager signature block when Task Order is for two or more projects.)

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project, and the appropriate Project Manager approval has been obtained.

(Type name)

CALTRANS FUNCTIONAL MANAGER

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO. _____

I, **type name**, certify by signing below that I have read the “Description of Services” for this Agreement and in my expert opinion:

1. The work described in this Task Order is included in the required services and
2. The work described in this Task Order is an Architectural and Engineering (A&E) service, as defined in Government Code 4525 (d) through (f).

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement No. **(Insert No.)** between the State of California, Department of Transportation, and **(Consultant Name)**. By signature below, the parties hereto agree that all terms and conditions of this Task Order No. **(Insert No.)** and Agreement No. **(Insert No.)** shall be in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(CONSULTANT’S BUSINESS NAME)

By: _____
(Type Name)

By: _____
(Type Name)

Title: _____

Title: _____

(Delete titles that do not apply)

- CALTRANS SUPERVISING OR PRINCIPAL TRANSPORTATION ENGINEER
- CALTRANS SUPERVISING OR PRINCIPAL BRIDGE ENGINEER
- CALTRANS SUPERVISING TRANSPORTATION ELECTRICAL ENGINEER
- CALTRANS SUPERVISING TRANSPORTATION SURVEYOR
- CALTRANS SUPERVISING OR PRINCIPAL LANDSCAPE ARCHITECT
- CALTRANS SUPERVISING EQUIPMENT ENGINEER
- CALTRANS SUPERVISING MECHANICAL & ELECTRICAL ENGINEER
- CALTRANS SUPERVISING TELECOMMUNICATIONS ENGINEER
- CALTRANS SUPERVISING ENGINEERING GEOLOGIST
- CALTRANS SUPERVISING ENVIRONMENTAL PLANNER
- CALTRANS SUPERVISING TRANSPORTATION PLANNER

Date: _____

Date: _____

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO. _____

TASK ORDER REQUEST

Contract Number: _____ Date: _____

Submitted By: _____

Proposed Consultant: _____

Project Description _____

C0-RTE-KP _____ - _____ - _____ Project(s) ID: _____

Personnel Needed

(Classification) Date Needed _____ How long? _____

Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____

Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____

Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____

Total hours per Consultant _____ Straight Time _____ Overtime _____

Who will supervise the listed personnel? _____

Where do the listed personnel report? _____

Special Conditions or Comments

Requested by:

Approval Recommended:

Name and Title Date

Name and Title Date

Approved by:

Name and Title Date

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ **TASK ORDER NO.** _____

DEPARTMENT OF TRANSPORTATION CONSULTANT PERSONNEL REQUEST

Date _____ Contract No. _____ Task Order No. _____

From: _____

Consultant Firm

 Name/Title of Requestor

To: _____

Caltrans Contract Manager Name/Title

The Consultant named above hereby requests the Department of Transportation (Caltrans) Contract Manager's approval for the staff actions listed below. A Standard Form 330, or a Resume for each individual listed is attached.

EMPLOYEE NAME	TITLE/ CLASSIFICATION	HOURLY RATE	LOADED RATE	TO	FROM	HOURS	ACTIVITY

REASON:

APPROVALS

 CONSULTANT CONTRACT MANAGER

 DATE

 CALTRANS CONTRACT MANAGER

 DATE

NOTE: THE APPROVED FORM SHALL BE INCLUDED WITH YOUR INVOICE COST DECLARATIONS

Attachment 5

DISADVANTAGE BUSINESS ENTERPRISES
UTILIZATION REPORT

ADM-3069

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 1/2012)

ADA Notice
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	INVOICE NUMBER	TASK ORDER NUMBER (if applicable)	ADMINISTERING AGENCY Department of Transportation Division of Procurement and Contracts	CONTRACT START DATE	CONTRACT COMPLETION DATE
-----------------	----------------	--------------------------------------	---	---------------------	--------------------------

PRIME CONTRACTOR NAME (PRINT)	BUSINESS ADDRESS	TOTAL CONTRACT AMOUNT: \$
PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT)	Total Federal Share Amount: \$ OR %	

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIEL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERTIFICATION NUMBER/WORK CODES	GENDER	OWNERSHIP CODE(S)	PAYMENT AMOUNT(S)		DATE WORK COMPLETE	PAYMENT DATE
						NON-DBE	DBE		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
ORIGINAL COMMITMENT						TOTAL	\$	\$	

\$ _____ OR _____ % UDBE	<p><u>OWNERSHIP CODES:</u></p> 1= Black American 6= Caucasian 2= Hispanic American 7= Woman 3= Native American 8= Other 4= Asian Pacific American 9= Not Applicable 5= Subcontinent Asian American	COMMENTS:
\$ _____ OR _____ % DBE		

List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
---------------------------------------	-----------------------	------

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACT MANAGER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
------------------------------	-----------------------	------

COPY DISTRIBUTION (Required): **(1) Original:** Contract Manager
(2) Copy: Office of Business and Economic Opportunity, Email: to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT - INSTRUCTIONS

ADM-3069 (NEW 6/2011)

Contractor Instructions:

This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Business and Economic Opportunity website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a contractor performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete column: Enter the date the work and/or Task order was completed for the respective pay period.

Date of Payment column: Enter the date when the prime contractor made the payment to the firm for the portion of work listed as being completed. DBE prime contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the ADM-3069 is complete and correct.

Contract Manager's Instructions:

Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the ADM-3069 from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and Email to small business advocate@dot.ca.gov or FAX to 916-324-1949.