

STATE OF CALIFORNIA
STANDARD AGREEMENT

Department Of Transportation

STD 213 (rev 9/01)
Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 5/07/12

AGREEMENT NUMBER 43A0302	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

Geosyntec Consultants, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 06/01/2012 or upon Caltrans approval, whichever is later, through 05/31/2015.

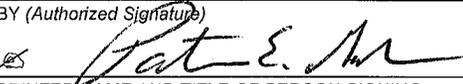
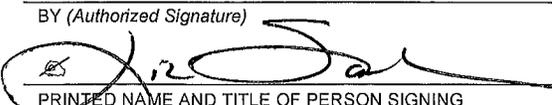
3. The maximum amount of this Agreement is: \$3,000,000.00
Three Million Dollars and No Cents

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

Exhibit A – Scope Of Work and Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (GTC 610)	1 Page
Exhibit D – Special Terms And Conditions	23 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 – Scope Of Work	18 Pages
Attachment 2 – Cost Proposal	44 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – Documentation of Disabled Veteran Business Enterprise Program Requirements (Std840) and Bidder Declaration (GSPD-05-105)	3 Pages

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

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

CONTRACTOR (herein referred to as "the Consultant")		<i>California Department of General Services Use Only</i>
CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Geosyntec Consultants, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 05/21/2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Patrick E. Galvin, Principal		
ADDRESS 3043 Gold Canal Drive, Suite 201 Rancho Cordova, CA 95670		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/25/12	
PRINTED NAME AND TITLE OF PERSON SIGNING Liz Salinas, Branch Chief		
ADDRESS Division of Procurement and Contracts, MS #65 1727 30 th Street Sacramento, CA 95816		

Exempt per: PCC 10430 (d)

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed Statewide.
- C. This Agreement will commence on 06/01/2012 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 05/31/2015. The services shall be provided during working hours, Monday through Friday, except holidays unless otherwise specified in a Task Order. The parties may amend this Agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Richard Bailey	Project Manager: Patrick Galvin
District/Division: D-43/Hazardous Waste Room 4301 / MS# 27	Office/Branch:
Address: 1120 N Street Sacramento, CA 95814	Address: 3043 Gold Canal Drive, Ste. 201 Rancho Cordova, CA 95670
Phone: 916-653-3421	Phone: 916-637-8328
Fax: 916-653-5927	Fax: 916-637-8321
e-mail: Rich_Bailey@dot.ca.gov	e-mail: pgalvin@geosyntec.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, less the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- 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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

remedies can be developed. Separate detail shall be provided for each on-going Task Order.

- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the "Guide to Project Delivery Workplan Standards," which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Project 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. 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>.
- D. Progress payments:
 - 1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 - 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.
 - 3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- E. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by the 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.
- F. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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.

- G. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the Work Breakdown Structure (WBS) elements listed for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.
- H. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
District 43 – Hazardous Waste, Air, Noise and Paleontology
Room 4301 / MS# 27
Attn: Richard Bailey
1120 N Street
Sacramento, CA 95814

- I. 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 completion of the services.
- J. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- K. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$3,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- L. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- M. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- N. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by Caltrans at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.
- O. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

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

- P. 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.
- Q. 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).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- 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 Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

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

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

General Conditions

- 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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. 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,

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 Caltrans Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.
- D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit Caltrans in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Caltrans and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by Caltrans.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

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

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary 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. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
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.

6. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 per incident and an annual aggregate amount of \$2,000,000 shall be provided.

- 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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.
- I. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

XVIII. DAMAGES DUE TO ERRORS AND OMISSIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XIX. OWNERSHIP OF PROPRIETARY PROPERTY

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

Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) of the Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

XX. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

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

XXI. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.
- C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. CONFIDENTIALITY OF DATA

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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.

XXIII. 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.

XXIV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to 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.

XXVI. 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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 nor any firm affiliated with the Consultant will bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- D. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.
- E. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any 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.

XXVIII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXIX. 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 days after contract award, the Consultant shall:
 - a. Have a written code of business ethics and conduct; and
 - b. Provide a copy of the code to each employee engaged in performance of the contract.
2. The Consultant shall promote compliance with its code of business ethics and conduct.

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

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Consultant's code of business ethics and conduct and the special requirements of Government contracting.

- (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (3) Internal and/or external audits, as appropriate; and
- (4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph 4, 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 E
ADDITIONAL PROVISIONS

I. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)
PARTICIPATION WITH GOALS

A. The Consultant has complied with the requirements of Public Contract Code Section 10115 et. seq. The DVBE participation commitment for this Agreement is 5 percent of the Agreement amount. Participation by DVBE Prime and Subconsultants shall be in accordance with the information contained in the Bidder/Proposer DVBE information Form STD 840 attached to and made a part hereof.

B. Substitutions of DVBE's

The Consultant must use the DVBE Subconsultants and/or suppliers contained in the solicitation response to Caltrans, unless a substitution has been preapproved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Caltrans Contract Manager. Failure to obtain approval of substitute Consultants before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.

C. At a minimum, the Consultant's substitution request must include:

1. A written explanation of the substitution reason; and if applicable, the Consultant must also include the reason a non-DVBE Subconsultant is proposed for use.
2. The Consultant must also include a written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation, or other entity, and the firm's DVBE certification status, if any.
3. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of this overall Agreement that the substitute firm will perform.

EXHIBIT E
ADDITIONAL PROVISIONS

- D. Prior to the approval of the Prime Consultant's substitution request, the Caltrans Contract Manager must give a written notice to the Subconsultant being substituted by the Prime Consultant. A copy of the notice sent by the Caltrans Contract Manager must be forwarded to the Contracts Office. The notice must give the following:
1. Give the reason the Prime Consultant is requesting substitution of the listed Subconsultant;
 2. Give the listed Subconsultant five (5) working days within which to submit written objections to the Caltrans Contract Manager and a copy to the Contract Office (DPAC).
 3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 4. The notice shall be served by certified or registered mail to the last known address of the listed Subconsultant.
- E. If written objections are filed by the listed Consultant, the Contracts Office will render a written decision.
- F. Caltrans may consent to the substitution of another Subconsultant in any of the following situations:
1. When the listed Subconsultant becomes bankrupt, insolvent, or goes out of business.
 2. When the listed Subconsultant fails or refuses to perform his or her subagreement.
 3. When the listed Subconsultant is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 4. When Caltrans or the Caltrans Contract Manager determines that the work performed by the listed Subconsultant is substantially unsatisfactory and not in substantial accordance with the plans and specifications,

EXHIBIT E
ADDITIONAL PROVISIONS

Agreement requirements, or that the Subconsultant is substantially delaying or disrupting the progress of the work.

5. DVBE's substituted after award must be certified at the time of the substitution.
-
- G. The request for substitution and Caltrans' approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to, the subletting and subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code) or any other Agreement requirements relating to the substitution of Subconsultants. Failure to adhere to the DVBE participation in the performance of this Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
 - H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
 - I. The Consultant shall maintain records of all subagreements entered into with DVBE Subconsultants including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE Subconsultant or supplier and the total dollar amount paid to each one. Upon completion of this Agreement, a summary of these records shall be prepared and certified correct by the Consultant or his authorized representative and the summary shall be furnished to the Caltrans Contract Manager.

SCOPE OF WORK/DELIVERABLES
Hazardous Waste Support Services
On-Call

A. Required Services:

The purpose of these services is to support the development and construction of the State transportation system in order to provide support on statewide hazardous waste issues. The Consultant shall perform professional and technical Hazardous Waste Support Services including, but not limited to strategic planning, policy development and analysis, research, presentation, data collection and validation, on an "as needed" basis. Research and policy support reports will be used to streamline site characterization and cleanup efforts. Studies may also be used to support, and may be part of the required documentation, for project approval under State and Federal environmental laws and regulations. The Consultant may provide support at Superfund sites. Soil and ground water sampling, and geophysical studies may be required.

The Consultant shall provide qualified personnel to perform a wide variety of Hazardous Waste Support Services outlined in this Scope of Work, including services of Professional Geologists, Professional Engineers and Certified Industrial Hygienists. The Consultant's personnel may be required to spend time for extended assignments within the Department facilities. The Department's Contract Manager shall assign specific projects to the Consultant through the issuance of Task Orders. Task Orders may include, Hazardous Waste Support Services, and related support services

Hazardous Waste Support Services for research, data collection and policy development support to assist the Department. Typical projects may include but are not limited to:

- a. Research evaluating established, new and/or unproven methods for investigating, monitoring, or remediation of hazardous wastes, including biological, electromagnetic, mechanical and chemical methods
- b. Site closure studies
- c. Laboratory data validation and quality
- d. Superfund sites
- e. Testing in support of research as requested
- f. Presentation and outreach to districts

Typical projects may include, but are not necessarily limited to, any of the following:

1. Technical Research:
 - a. Investigation field methods
 - b. Remediation options, selection and optimization
 - c. Field testing
 - d. Monitoring program effectiveness/optimization
 - e. Site closure options, approaches and processes

2. Policy Support:
 - a. Health and safety
 - b. Risk assessment and toxicology
 - c. Site investigation
 - d. Property acquisition
 - e. Underground storage tanks
 - f. New or changing regulations
 - g. Presentation to districts

3. Superfund Support
 - a. Field studies, design and data analysis to support the Department as a responsible party at superfund sites.
 - b. Liability determination assistance.
 - c. Identifying responsible party(s) including, research, acquisition and review of property information, ownership records, business records, manifests and conducting all appropriate inquiries related to past property usage.
 - d. Provide support for the recovery of past costs.
 - e. Liability and settlement negotiation support.
 - f. Record management.
 - g. Conduct or analyze investigations and feasibility studies.

4. Hazardous Waste Studies
 - a. Health and Safety
 - b. Site Investigation Services
 - i. Geophysical survey
 - ii. Soil borings
 - iii. Well Installation
 - iv. Obtaining soil, water, waste, or vapor samples
 - v. Aquifer characterization, pump tests
 - vi. Laboratory and mobile laboratory services
 - vii. Sample analysis
 - viii. Report preparation
 - ix. GIS applications
 - c. Data Evaluation and Analysis
 - i. Statistical analysis of analytical data for California or Federal Hazardous Waste Classification.
 - ii. Review and evaluation of existing data to provide recommendations on impacts of contamination to groundwater.
 - iii. Review of reports by others for accuracy or to provide recommendations for further work.
 - iv. Development of database files to analyze existing data.
 - v. Collecting confirmation samples

B. General Requirements

1. The Consultant shall carry out instructions as received from the Department's Contract Manager and the Department's Task Order Manager and shall cooperate with the Department, and as directed by the Department, FHWA, other involved agencies, any other Consultant working for Department. The Department may require coordination with Highway or Structure Design Consultants on specific projects may be required.
2. It is not the intent of the foregoing paragraph to relieve the Consultant of its professional responsibility during the performance of this contract. In those instances for which the Consultant believes a better solution to a task being performed or a problem/issue being addressed is possible, the Consultant shall promptly notify the Department's Task Order Manager of these concerns, together with the reasons therefore. However, the Department will make all final decisions on the scope of the Consultant's activities and investigations.
3. The Consultant has total responsibility for the accuracy and completeness of all data, analytical results, plans, designs, specifications, estimates, calculations, reports, studies, graphics, deliverables, and other documents prepared by the Consultant or its subconsultants for the Department under this contract and on each Task Order and shall check all such material accordingly. Reviews by the Department do NOT include detailed review or checking of major components, design components, related details or the accuracy of information with which such designs are depicted on the plans and the details. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
4. The page identifying preparers of engineering or geology reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, and the signature of the professional engineer(s) or geologist responsible for its preparation.
5. The Consultant shall implement and maintain the following quality control procedures during the preparation of plans, documents, and reports relating to each Task Order. As appropriate, the Consultant shall have a quality control plan in effect during the entire time work is being performed under the contract. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked; all draft and final reports are reviewed for accuracy, completeness, and readability before submittal; and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file. Where several drawings show different work in the same area, means shall be provided to assure that conflicts and misalignment do not exist in either new or existing conditions. The Consultant shall provide an outline of the firm's quality control program and shall identify critical quality control reviews within each Task Order schedule.

6. The Consultant shall prepare and update the Caltrans Work Break Down Structure (WBS) for each Task Order issued by the Department's Contract Manager showing a deliverables' schedule.
7. The Consultant may contact governmental regulatory and resource agencies, universities, private sector, and others for the purpose of obtaining information, expertise, and assistance relative to the project in developing baseline data and resource inventories. The Consultant shall maintain a record of all such contacts and shall transmit copies of those records to the Department with the regular monthly progress reports. The Department will provide prior approval for, and may participate in, any and all meetings with resource and regulatory agencies. The Consultant will not negotiate or make decisions in the Department's name or share project information without the Department's consent.
8. The Department will retain responsibility for all final consultations, both informal and formal, with local, state and federal resource and regulatory agencies regarding hazardous waste regulatory issues. Consultant will be available (within 2 working days notice) to participate in such consultations at the request of the Department. The Consultant shall assist the Department in such consultations as specified in each Task Order and as directed by the Department's Contract Manager.
9. The Consultant shall assist the Department in obtaining necessary approvals and permits. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order.
10. All engineering design elements of the work shall be considered for value engineering studies. To this end, the Consultant shall examine the various elements of the design and shall submit an informal written statement or memorandum addressing those elements where it appears significant savings or other advantages can be realized. The statement shall be sufficiently informative to enable the Department's Contract Manager to determine whether to undertake a detailed value engineering study or possibly initiate immediate design changes where the value of the change is apparent without the need for detailed study and analysis.
11. All work shall be performed in conformance with all applicable Federal, State, and local statutes, regulations, standards, guidelines, manuals, reference documents and other materials, and future revisions, including, but not necessarily limited to the following:
 - a. California Health and Safety Code
 - b. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and related amendments
 - c. National Oil and Hazardous Substance Pollution Contingency Plan (NCP)
 - d. Code of Federal Regulations
 - e. California Code of Regulations

- f. Guidance for Conducting Remedial Investigations/Feasibility Studies Under CERCLA, Interim Final, (October 1988) OSWER Directive 9355.3-01
 - g. Preliminary Endangerment Assessment Guidance Manual (California Department of Toxics Substances Control (DTSC), 1994)
 - h. Guidelines for hydrogeologic characterization of hazardous substance release sites (DTSC, 1994)
 - i. Public Participation Policy and Procedures Manual (DTSC, 2001)
 - j. Risk Assessment Guidance for Superfund Volume I, Human Health Evaluation Manual, Part A (EPA, December 1989)
 - k. Risk Assessment Guidance for Superfund Volume II, Environmental Evaluation Manual (EPA, March 1989)
 - l. California Leaking Underground Fuel Tank (LUFT) Manual (SWRCB, October 1989), or as superseded
 - m. Tri-Regional Board Staff Recommendations for Preliminary Evaluation and Investigation of Underground Tank Sites (North Coast, San Francisco, and Central Valley RWQCB, Updated April 2004)
 - n. The Designated Level Methodology for Waste Classification and Cleanup Level Determination (Central Valley RWQCB, Updated June 1989)
 - o. Suggested Control Measure for Landfill Gas Emissions (California Air Resources Control Board Stationary Source Division, 1990)
 - p. Caltrans Standard Specifications and Standard Special Provisions
<http://www.dot.ca.gov/hq/esc/oe/standards.php>
 - q. Caltrans Standard Environmental Reference
<http://www.dot.ca.gov/ser/>
 - r. Caltrans hazardous waste guidance documents
<http://www.dot.ca.gov/ser/vol1/sec3/physical/ch10haz/chap10.htm>
<http://www.dot.ca.gov/hq/env/haz/index.htm>
 - s. Caltrans Manual of Traffic Controls.
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/>
12. The Department's Contract Manager may designate a Department Task Order Manager to manage a specific Task Order.
13. The Department's Contract Manager, in conjunction with the Department's Task Order Manager, shall decide all questions that may arise as to the quality or acceptability of deliverables and work performed.
14. When the Consultant adds staff, the Consultant shall submit a Consultant Personnel Request and updated cost proposal to the Department. The Department's Contract Manager may request that the update be for either the incremental change or the total amount. The Consultant shall provide the cost proposal in an electronic spreadsheet compatible with Microsoft Excel, version 2007.
15. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services (i.e., traffic control, office support, field office support, GIS support) only when necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the

scope of work in this contract. These incidental services can only be provided to support the Consultant personnel who are performing A&E services, tasks, and deliverables on this contract. The Consultant will not be reimbursed for any non-A&E services provided to the Department unless provided in the Contract.

C. Schedule of Performance:

Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order.

D. Location of Work:

The Consultant's services shall be performed statewide on projects to improve the Department's transportation system under this Contract. The specific location of the work to be performed will be stated in each Task Order.

E. Quality Control

The Consultant shall have a quality control plan in effect during the entire time that it is performing work under this contract. The Consultant shall provide an outline of its quality control program and shall identify critical quality control reviews within each Task Order schedule. The Department's Contract Manager may periodically request evidence that the quality control/quality assurance plan is functioning. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate "check lists" to maintain product quality and control. These "checklists" shall be delivered to the Department's Contract Manager with QC/QA plan and updated as required. Within 30 days of the Notice to Proceed (NTP) the Consultant shall submit, to the Contract Manager a job specific QC/QA plan and staffing plan.

1. The Consultant's quality control plan shall establish a process whereby:
 - a. Calculations are independently checked, corrected and back-checked.
 - b. All draft and final reports are reviewed for accuracy, completeness, and readability before submittal to the Department.
 - c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
 - d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or may influence the result of a Task Order deliverable.
2. The Consultant or its subconsultants shall not incorporate materials or equipment of single or sole source origin into the prepared materials without written approval from the Department.

3. Any data, analytical results, plans, designs, specifications, estimates, calculations, reports, studies, graphics, deliverables, and other documents furnished under this Contract and on each Task Order shall be of a quality acceptable to the Department's Contract Manager and the Department's Task Order Manager. The criteria for acceptance of all deliverables shall be a product of neat appearance, well organized, technically and grammatically correct, accuracy and completeness checked, checked for error, checked by designated reviewers, and conformity to the Department and with all applicable state and federal standards and requirements.
4. The Consultant shall identify the preparer and the designated reviewer for each document that the Consultant furnishes to the Department under each Task Order. The Consultant shall comply with all applicable state and federal standards and requirements.
5. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types that the Department prepares.
6. The Consultant shall maintain a separate and complete set of project files for each Task Order issued by the Department's Contract Manager performed under the contract. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System (http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf). If requested by the Department's Contract Manager, the Consultant shall provide these file copies available to the Department's Contract Manager or designee(s) during the Department's normal work hours and shall be transferred to the Department upon completion of work under the Task Order.

F. Laboratory Services

The Consultant shall provide for physical and chemical analyses of samples of air, waste, soil or other solid matter, and water or other liquid matter as required for completion of the Task Order. All laboratories performing chemical analyses shall be certified by the California Department of Health Services Environmental Laboratory Accreditation Program (DHS-ELAP) for the specific test methods to be performed and shall have successfully completed the most recent DHS site visit and proficiency testing studies for all contract test methods throughout the duration of the Agreement. For specific test methods not as yet certified by DHS, the laboratory may perform laboratory analysis only if they are presently certified by DHS for comparable analyses, have successfully completed the most recent DHS site visit and proficiency testing studies for comparable test methods or, if it is a currently certified US EPA Contract laboratory.

The Consultant shall evaluate the laboratory's quality assurance and quality control data and report and interpret the laboratory results. The Consultant shall provide validation and assessment of data provided by the laboratory to assure usability of data as it relates to project objectives. The review will include, but not be limited to, the following:

- a. How the data was collected/generated
- b. Type of data needed

- c. Regulatory Requirements
- d. Sampling Procedures
- e. Sample holding periods
- f. Instrument calibration
- g. Standards
- h. Analytical methodology
- i. Detection limits
- j. Blanks
- k. Accuracy and precision
- l. Data reduction and reporting
- m. Chain of custody
- n. Sample archiving
- o. Split sampling data comparability (comparability between labs and methods)

G. Health and Safety

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

1. The Consultant shall be solely responsible for the health and safety protection of its employees, subconsultants, and subconsultants' employees in the performance of this contract.
2. The Consultant's personnel shall comply with all safety provisions of the Caltrans Safety and Traffic Manuals. The Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations, occupational health and safety standards, rules and regulations that are established by the State of California and the federal government, and the safety instructions that the Department issues for performance of Task Order work.
3. The Consultant shall provide, at no cost to the Department, all safety equipment. The Consultant's personnel shall wear white hard hats, eye protection, and approved safety vests at all times while working in the field.
4. Fieldwork shall not be performed when conditions prevent a safe, efficient operation and shall only be performed with written authorization by the Department.
5. The Consultant shall provide, at no cost to the Department, appropriate safety training for all Consultant's field personnel, including training required for working on and near highways.
6. The Consultant shall prepare a health and safety plan to cover all the field tasks that are associated with any Task Order. The Consultant shall update and modify these plans for each stage of work or on an annual basis. Where appropriate, these plans shall be prepared by a person that shall either have a bachelor degree in industrial hygiene or be certified by the American Board of Industrial Hygiene.

7. Noncompliance by the Consultant or its subconsultants with the site health and safety plan is grounds for a stop work order or dismissal of the Consultant.
8. Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within areas that are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

H. Licenses and Permits

1. The Consultant shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Scope of Work.
2. If the Consultant is located within the State of California, the Consultant must possess a business license from the city/county in which it is headquartered. If the Consultant is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office must be submitted to the Department's Contract Manager. If the Consultant is located outside the State of California, the Consultant shall submit to the Department, a copy of its business license or incorporation papers for its respective state showing that the Consultant is in good standing in that state.
3. In the event, any license(s) and/or permit(s) expire at any time during the Agreement term, the Consultant agrees to provide the Department a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Department may, in addition to any other remedies it may have, terminate the Agreement upon occurrence of such event.

I. Personnel

The Consultant's personnel shall be capable of performing the types of Hazardous Waste Support Services work described in this contract with minimal instructions.

1. Consultant Project Manager

The Consultant Project Manager shall coordinate all Hazardous Waste Support Services matters with the Department's Contract Manager and the Department's Task Order Manager.

The Consultant Project Manager shall be either a Professional Engineer or Geologist licensed in the State of California, and have a minimum of ten (10) years of responsible experience performing the duties of a Project Manager for similar Hazardous Waste Support Services.

The Project Manager shall be accessible to the Department's Contract Manager at all times during normal Department working hours. In addition to other specified responsibilities, the Project Manager shall be responsible for all matters related to the Consultant's personnel and operations, including, but not limited to, the following:

- a. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
- b. Assigning qualified personnel to perform the required Task Order work, as specified.
- c. Administering personnel actions.
- d. Ensuring timely and accurate invoicing for all activities.
- e. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
- f. Implementing and maintaining quality control procedures, manage conflicts, insure product accuracy and, identify critical reviews and milestones.
- g. Overseeing that all safety measures are in place.

2. Consultant Task Order Manager

For each Task Order the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant's Task Order operations with the Department's Contract Manager and the Department's Task Order Manager. The Consultant Task Order Manager shall be a Professional Engineer or Geologist licensed in the State of California with a minimum of five (5) years experience directing field projects, supervising and coordinating field activities and staff, implementing field health and safety protocols, and coordinating the analysis of collected data. License, registration, or certification requirements will be specified in the Task Order. The Consultant Task Order Manager shall be accessible to the Department's Contract Manager and Project Coordinator at all times during the Department's normal working hours.

3. Consultant's Team Qualifications - The Consultant and subconsultant team member professional qualifications may be further defined in each Task Order; however, at a minimum each professional member must possess:

- a. Bachelor degree or higher with a minimum of three (3) years experience in conducting hazardous waste investigation, remediation or support services.
- b. Appropriate credentials for the activities being conducted, approved by the Department's Task Order Manager and the Department's Contract Manager.
- c. All knowledge, skills, experience, permits and approvals required by Permits, Licenses, Agreements or Certifications that apply to the specific project(s) that is (are) relevant to each Task Order, prior to beginning Task Order field work.

4. The Department will not reimburse the Consultant for costs to relocate its staff. The Department will not reimburse the Consultant for long-term per diem costs, unless preapproved by the Department's Contract Manager
5. In responding to the Department's Task Order and in consultation with the Department, the Consultant Project Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified. The Consultant Task Order Manager (who may be other than the Consultant Project Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Manager shall be the primary contact for their assigned Task Order and be available for communication with the Department.
6. Resumes containing the qualifications and experience of the Consultant's personnel shall be submitted to the Department's Task Order Manager for review prior to assignment on each Task Order.
7. After the Department's approval of the Consultant's staff proposal and finalization of a Task Order, the Consultant may not add or substitute staff without the Department's prior approval.
8. The Consultant shall, throughout the life of the contract, retain within the Consultant's firm or through the subconsultants, a staff of people qualified to perform each of the tasks. The Department's Contract Manager's prior approval is required for any substitutions or additions of key personnel identified on the project organization chart or the Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced. The responsible Hazardous Waste Support Services person shall have significant experience in Hazardous Waste Support Services work of similar transportation facility for at least two (2) previous projects, unless otherwise approved by the Department's Contract Manager.
9. The responsible Hazardous Waste Support Services person signing reports and documents or any other deliverable requiring the signature of a qualified Hazardous Waste Support Services person shall be currently employed by the Consultant or its subconsultants at the time of deliverable submittal and through the Department review and acceptance process.
10. Any document or deliverable not fully approved by the Department bearing the signature of the responsible Hazardous Waste Support Services person no longer employed shall be replaced by another product or deliverable bearing the signature of a replacement responsible Hazardous Waste Support Services person. In such an eventuality, no additional time and/or cost will be allowed to the Consultant without prior written approval of the Department's Contract Manager.
11. The responsible Hazardous Waste Support Services person whose signature appears on any document or deliverable that has not been fully approved by the Department

and who is no longer currently employed by the Consultant or its subconsultants shall be replaced with a qualified Hazardous Waste Support Services person.

12. All Consultant work shall be conducted under the direction of the Consultant Project Manager. Document or deliverable requiring the responsible Hazardous Waste Support Services person signature shall be produced by the Consultant staff having appropriate experience and signed by a responsible Hazardous Waste Support Services person.
13. The Consultant Project Manager's and key personnel's performance shall be evaluated by the Department, annually and at the end of the contract. Evaluation shall be based on the following:
 - a. Job performance
 - b. Quality of work
 - c. Timely submittal of reports, invoices, and diaries, and other required documents
 - d. Early detection of problems and timely resolutions
 - e. Requesting timely approval for personnel changes and travel expenditure
 - f. Ability to control costs
14. The Department's Contract Manager will have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If at any time, the level of performance is below expectations, the Department may release the Consultant personnel and request another person be assigned as a replacement. The replacement staff must meet the qualifications required by this agreement for performance of the work as demonstrated by a resume submitted by the Consultant.
15. The Consultant will maintain appropriately qualified staff to perform all work specified in a Task Order. Such staff must meet appropriate minimum qualifications as defined in the Caltrans Environmental Handbook (<http://www.dot.ca.gov/ser/envhand.htm>)
16. Other project staff not specifically identified in the SOQ, such as, but not limited to, field and laboratory technicians also must satisfy appropriate minimum qualifications as defined above and outlined in the Caltrans Environmental Handbook (<http://www.dot.ca.gov/ser/envhand.htm>). The Department's prior approval is required for all staff not identified on the Consultant's organization chart.

J. Task Orders

The Department's Contract Manager will assign tasks to the Consultant by issuing Task Orders. The Task Order will include the following information:

1. The scope of services, expected results, deliverables, period of performance, schedule and budget.

2. Designate a Task Order Manager for each Task Order from the Department, the Consultant's Task Order Manager, and the Consultant's primary staff assigned to the Task Order.
 3. The Consultant shall not commence any work or services on a Task Order until authorized by the Department and a notification to proceed is issued by the Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
 4. Unless specified in each Task Order, the Consultant shall begin the required work within five (5) 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.
 5. The Consultant shall notify the Department in writing at least 48 hours before it begins fieldwork as specified in the Task Order, unless otherwise specified in the Task Order.
- K. Availability and Work Hours
1. The Consultant shall notify the Department in writing at least 48 hours before it begins fieldwork as specified in the Task Order, unless otherwise specified in the Task Order.
 2. Unless otherwise specified in the Task Order or directed by the Department's Contract Manager, the normal workday will be Monday through Friday, from 8 a.m. to 5 p.m. and the normal workweek shall be 40 hours.
 3. Overtime may be required. However, overtime shall be worked only when directed in writing by the Department's Contract Manager and specifically required by the Task Order, and will only be paid to persons covered by the Fair Labor Standards Act.
 4. The Consultant Project Manager shall be accessible to the Department's Contract Manager at all times during normal working hours.
 5. The Consultant's staff shall be available to collect water and soil samples at the time of any scheduled sampling event in accordance with the Task Order.
 6. The Consultant shall coordinate with District Traffic Operations in order to conduct operations safely and minimize traffic delays. The Consultant shall consider and present options for accessing monitoring sites that minimize impacts to the traveling public. The Consultant shall make these options known to the Department's Task Order Manager.

L. Deliverables

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

1. All deliverables shall be identified in each Task Order and shall be submitted to the address specified in each Task Order.
2. The Consultant shall provide services in close liaison with the Department. Time is of the essence. The Department shall exercise review and approval functions through the Department's Contract Manager and Department's Task Order Manager at key points, as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order.
3. If the Consultant fails to submit the required deliverable items as set forth in each Task Order issued by the Department's Contract Manager, the Department shall have the right to withhold payment, and/or to terminate the Agreement in accordance with the termination provisions of the contract. If the Agreement is terminated, the Consultant shall at the Department's request, return all materials recovered or developed by the Consultant under the Agreement including, but not limited to, photos, field notes, computer data files, maps, and reports.
4. If the work to be performed under the Task Order is scheduled to take six (6) months or longer to complete, the Consultant shall prepare and update a critical path method schedule showing all deliverables as well as tasks needed to complete the deliverables including work activities of the Consultant and others. This schedule will be used to control the Consultant's work and the Department's work status review. The list of activities shall include budgeted cost and target date for completion. If the Task Order is scheduled to take less than six (6) months, the Consultant shall prepare a work plan with a listing of tasks, budget, and target completion date.
5. The Consultant shall obtain written approval for any products (deliverables) identified, if they form part of any Task Order issued by the Department's Contract Manager. Format and content requirements for deliverables shall be specified in each Task Order.
6. For each Task Order, a milestone submittal schedule shall be prepared by the Department's Contract Manager. Milestones may be changed by written agreement between the Department and the Consultant Project Manager through an amendment to the Task Order. Prior to concluding such an agreement, the Department's Contract Manager will obtain the necessary internal Department review, concurrence, and approval.
7. Specifications and other written documents shall be submitted in both hardcopy and electronic files in the Department's approved format (Microsoft Word) and shall conform to the requirements of the Department's Office Engineer.

8. Unless otherwise stated in the Task Order, the Consultant shall provide 2D electronic files for plans in Microstation V5.x format, using the UNIX TAR utility. A minimum of three (3) copies of each final PS&E submittal, plus one set each of project plans on magnetic tape and vellum shall be provided to the Department. Reference files will no longer be accepted as part of the plan sheet assembly. Reference files may be used for preliminary design work, but for the final PS&E submittal they must be copied to design files and converted into single plan sheet. The conventional procedure using single plan sheet per design file format without reference files is the only acceptable method.
9. When the Consultant is required to prepare and submit studies, reports, plans, or any other deliverable to the Department as required by any Task Order issued by the Department's Contract Manager, these documents will be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for the Department to direct revisions, prior to final submittal. The Consultant shall also submit one (1) electronic copy of each report and pertinent files in the original format for the word-processing and/or database software used and one copy in ASCII for translation to another format as required under this Agreement in a specified format (CD, DVD, hard copy, or flash drive). The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file. The Department may, at its option, direct the Consultant to provide particular documents in specific word processing, spreadsheet or database formats in the Task Order. The specific schedule for the Department's review of the Consultant's submittals will be specified in the Task Order issued by the Department's Contract Manager.
10. The Consultant shall be capable of working in either English or Metric units.
11. The Consultant shall prepare and update the Caltrans Work Break Down Structure (WBS) for each Task Order issued by the Department's Contract Manager showing a deliverables' schedule.

The Consultant shall maintain a separate set of project files for each Task Order issued by the Department's Contract Manager. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System (http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf). If requested by the Department's Contract Manager, the Consultant shall provide these file copies.

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

CALIFORNIA DEPARTMENT OF TRANSPORTATION
Division of Environmental Analysis
Hazardous Waste, Air, Noise and Paleontology Office
P.O. Box 942874
Sacramento, CA 94274-0001
Attn: Richard Bailey

M. Equipment and Materials to be provided by Consultant

1. The Consultant shall provide all necessary equipment, tools, computer programs, instruments and safety equipment required to perform the work identified in this Agreement and in each Task Order accurately, efficiently, and safely. The Consultant shall not be reimbursed separately for tools of the trade.
2. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs must be in compliance with 48 Code of Federal Regulation, Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.
3. The Consultant shall have the capability to send to and receive from the Department's electronic mail system, including attachments for word processing, spreadsheets, and databases.
4. Written documents and spreadsheets shall be in the Department approved format (Microsoft Word and Microsoft Excel).
5. Office Equipment and Supplies (Consultant's Office) - The Consultant shall have adequate office equipment and supplies to complete the required work. Such equipment and supplies may include, but not be limited to, the following:
 - a. Computers, printers, plotters, fax machines, and calculators.
 - b. Data processing systems, including software, for recording test data, calculating test results, and printing reports.
6. Field Equipment and Supplies - The Consultant shall have adequate field equipment, materials, and supplies to complete the required fieldwork. The equipment, materials, and supplies shall include, but not be limited to, the following:
 - a. A truck suitable for the work to be performed with terrain conditions of the project sites. Trucks shall be fully equipped with all necessary tools, instruments, and supplies required for the efficient operation of a field engineer. Each vehicle shall have an overhead flashing amber light.
 - b. A laptop computer.
 - c. Communication device; Mobile telephone.
 - d. Safety equipment including hardhats, hard-soled boots, eye protection, and an approved vest as appropriate for the requested field engineering work.
7. Laboratory Equipment - The Consultant shall use all measurement and testing equipment certified by the Department or equivalent agency. The Consultant shall

use material specimens from an accredited laboratory acceptable to the Department for calibration of all equipment.

N. Materials to be provided by the Department

The Department shall provide the Consultant materials necessary to complete the Task Order. The Consultant shall execute the specific work described in the Task Order based on the material supplied. Materials (if applicable) that might be furnished by the Department will be listed in the individual Task Orders and may include:

1. The Department may furnish the following materials to the Consultant:
 - a. Appropriate background material for each Task Order, as available.
 - i. project map(s),
 - ii. aerial photographs,
 - iii. site topographic maps,
 - iv. as-built drawings, and
 - v. blank plan sheet overlays
 - b. Electronic templates of Task Order and Progress Reporting formats.
2. The Department may provide equipment that the Consultant may use at the Department's discretion.
3. Any encroachment Permit that may be required for a Task Order will be issued to the Consultant free of charge.
4. The Department may provide Permits to Enter for private property access if specified in the Task Order. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Department's Task Order Manager within 48 hours if permission has been denied. The Consultant shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without permits to enter.

O. Work Guarantee

The Department does not guaranty, either expressly or by implication, that any work or services will be required under this Contract.

P. Consultants Reports and/or Meetings

1. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Department's Contract Manager and Department's Task Order Manger to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to

afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.

2. Progress reports shall identify the total number of hours worked by the Consultant's and subconsultants' personnel by use of the Department of Transportation's Work Breakdown Structure (WBS) level element(s):
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>
3. Monthly progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. The progress reports shall include actual DVBE utilization on a monthly and cumulative basis.
4. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.
5. The Consultant's Project Manager shall meet with the Department's Contract Manager as needed to discuss progress on the Agreement.

Q. Product Approval And Payment

1. All deliverables produced by the Consultant as specified by the Task Order shall be subject to the approval and acceptance by the Department's Contract Manager.
2. In the event of non-acceptance due to errors, omissions or non-compliance with the current Caltrans Manuals and their current revisions, the Consultant shall make the correction prior to payment at no cost to the Department.
3. The Consultant's work that does not conform to the requirements specified herein and the applicable Task Order will not be compensated.

R. Period of Performance:

This is a three (3) year contract. Task Orders will be issued and executed during the three (3) years of this contract.