

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 06/11/13

AGREEMENT NUMBER

43A0313

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

STATISTICAL RESEARCH, INC. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from June 28, 2013 or upon Caltrans approval, whichever is later, through June 30, 2016.

3. The maximum amount of this Agreement is: \$1,500,000.00
One Million Five Hundred Thousand Dollars and No Cents

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

Exhibit A – Scope Of Work and Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	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	20 Pages
Attachment 2 – Cost Proposal	23 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.

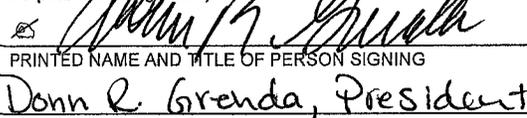
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR (herein referred to as "the Consultant")

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

STATISTICAL RESEARCH, INC.

BY (Authorized Signature)



DATE SIGNED (Do not type)

18 June 2013

PRINTED NAME AND TITLE OF PERSON SIGNING

Donn R. Grenda, President

ADDRESS

250 W. Main Street, Suite 103
Woodland, CA 95695**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/21/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Liz Salinas, Branch Chief

ADDRESS

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

**EXHIBIT A
SCOPE OF WORK AND DELIVERABLES**

I. SCOPE OF WORK

The Consultant shall perform consultation, research, professional and technical services required for Cultural Resource Support Services, on an “as-needed” basis to support Caltrans, in the maintenance, development and construction of proposed Caltrans transportation facilities.

- 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 June 28, 2013 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on June 30, 2016. The services shall be provided during working hours, Monday through Friday, except holidays or as stipulated in Task Orders. The parties may amend this Agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Glenn Gmoser	Consultant Contract Manager: Michael K. Lerch
District/Division: Environmental Analysis/Cultural Studies Office	Office/Branch:
Address: 1120 N Street Sacramento, CA 95814	Address: 250 W. Main Street, Suite 103 Woodland, CA 95695
Phone: 916-651-8167	Phone: 530-661-1400
Fax: 916-653-6126	Fax: 530-662-5500
e-mail: Glenn.Gmoser@dot.ca.gov	e-mail: mlerch@sricrm.com

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

E. Work Guarantee

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

F. Licenses and Permits

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

II. TASK ORDER

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the "Guide to Project Delivery Workplan Standards," which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

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

II. COMPENSATION AND PAYMENT

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. 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 WBS level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements listed for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.
- 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
Attention: Glenn Gmoser
Division of Environmental Analysis/Cultural Studies Office
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 Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- J. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- K. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$1,500,000.00. 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. Caltrans, at its sole discretion, may review and/or audit and approve either the CPA ICR documentation or the Consultant's in-house developed rate if the Consultant has not commissioned or prepared CPA ICR documentation at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- 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 Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

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

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SPECIAL TERMS AND CONDITIONS

- C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

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

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

General Conditions

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

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

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VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

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SPECIAL TERMS AND CONDITIONS

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).

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

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SPECIAL TERMS AND CONDITIONS

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, 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

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

- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.
- D. Contractor shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subconsultant.

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$500.00, with prior authorization by the 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,

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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. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

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

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's

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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.

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

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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

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.

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3. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. A \$1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

5. Professional Liability insurance with limits no less than:

\$1,000,000 per claim

\$2,000,000 in the aggregate

The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.
- D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it

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may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

- E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.
- G. Caltrans will not be responsible for any premiums or assessments on the policy.
- H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.
- I. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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

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

A. Ownership of Work Product and Rights

1. Ownership of Work Product

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

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

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by 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

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of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant's Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

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2. Agency

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

3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

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

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

XIX. OWNERSHIP OF DATA

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

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XX. 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.

XXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

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- 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.

XXII. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses, experience, and certifications to perform the Scope of Work, and shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, and localities, taking into consideration the contemporary state of the practice and the project conditions.

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

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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.

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

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Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.

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

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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.

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.

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B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:
 - a. Have a written code of business ethics and conduct; and
 - b. Provide a copy of the code to each employee engaged in performance of the contract.
2. The Consultant shall promote compliance with its code of business ethics and conduct.

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

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

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

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- (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 five (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.

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- 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.
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- 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
On-Call Cultural Resource Support Services

A. Purpose of Work

The Consultant shall perform consultation, research, professional and technical services required for Cultural Resource Support Services, on an “as-needed” basis to support Caltrans, in the maintenance, development and construction of proposed Caltrans transportation facilities. Caltrans’ Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders. Consultants will only perform work that is assigned in an authorized Task Order, and this Agreement does not guarantee that any Task Order will be issued. The Consultant may provide consultant and/or research services including, but not limited to wide range of information and products related to successful operation of the historic preservation and cultural resource management programs, assistance in development and delivery of specialized guidance, workshops, manuals and other resources; archaeological, historic, and ethnographic research contexts; archival and curation management; public outreach and information sharing; Native American consultation assistance and other services to enhance compliance with environmental and cultural resource laws and regulations in support of project delivery to Caltrans.

B. Location of Work

The Cultural Resource Support Services work shall be performed on projects to improve the Caltrans' transportation system throughout California. The specific location of the Cultural Resource Support Services work to be performed will be stated in each Task Order.

C. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide Cultural Resource Support Services, all necessary personnel, material, transportation, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and ensure compliance with all applicable laws, regulations, standards, specifications, and performance standards applicable to the Consultant's services and work product. The Consultant shall perform comprehensive professional and technical services required unless the Scope of Work as specified in the Task Order is expressly limited in scope.
2. The Consultant will prepare the required deliverables, and backup documents under this agreement according to the Caltrans’ requirements for the Cultural Resource Support Services work.

3. The Consultant will be required to work with other Caltrans Functional Units and Permitting Agencies as directed by the Caltrans' Contract Manager.
4. The Consultant shall work closely with the Caltrans' Contract Manager and his/her designated representatives within Caltrans.
5. All deliverables, and backup documents under this agreement furnished under this Agreement shall be of a quality acceptable to the Caltrans' Contract Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked for error and conformity to Caltrans. The minimum standard of appearance, organization, and content of the drawings, shall be that of similar types produced by Caltrans.
6. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this contract and (b) the rendering of the services if approved in advance by the Caltrans' Contract Manager. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this contract. The Consultant will not be reimbursed for any non-A&E services provided to Caltrans unless provided in the fashion described herein and included in the executed Task Order.
7. The appropriate protocols, procedures, and document formats can be found in the Standard Environmental Reference (SER), Volume II of the Environmental Handbook (<http://www.dot.ca.gov/ser/envhand.htm>).
8. The services of this agreement will:
 - a. Permit Caltrans' to meet delivery goals by providing additional technical expertise during peak workload periods.
 - b. Provide independent, third-party analysis, review and consultation that can help Caltrans maintain credibility with state and federal regulatory and resource agencies, other stakeholders, and the public.
 - c. Provide access to specialized expertise, equipment, and laboratory facilities that are not available within Caltrans.
 - d. Provide Caltrans with the ability to share information with partners, stakeholders and the public.
 - e. Permit Caltrans to respond to changing regulations and protocols.
9. As needed, Consultant will provide technical assistance, studies and services in support of the Cultural Studies Office (CSO) in the Division of Environmental Analysis in Caltrans.

Specific services may include but not be limited to:

- a. Archaeological collections inventory, analysis, and management, including documentation required for compliance with the Native American Graves Protection and Repatriation Act (NAGPRA).
- b. Development, delivery, coordination, and facilitation of meetings, training, and workshops related to cultural resource issues.
- c. Design and development of guidance materials, manuals and electronic (web) based information on cultural studies policies and procedures.
- d. Inventory, management, and maintenance of cultural resource databases, libraries and bibliographies.
- e. Design and development of research and thematic contexts for the evaluation and treatment of cultural properties.
- f. Inventory of state owned historic resources for compliance with Ca PRC 5024, and updates to the statewide historic bridge inventory.
- g. Design and development of materials and coordination of events for public information sharing and outreach, including pamphlets, brochures, websites, meetings, and presentations regarding cultural resources issues.
- h. Provide expertise and assistance for consultation with Native American tribes, communities and individuals.
- i. Preparation of materials documenting the history of the Caltrans cultural resource program including oral histories, archival histories, electronic or hard copy reproduction of selected reports, and production of publications for various audiences.

D. Schedule of Performance/Period of Performance

Task Orders will be issued and executed during the term of this contract. Task Orders shall be completed in the timeframe stated in the Task Order and prior to the expiration of the Contract.

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

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

E. Personnel Requirements

1. The Consultant shall, throughout the life of the Agreement, retain within the Consultant's firm, or through the qualified subconsultants, a staff of people qualified to perform all aspects of the required Cultural Resource Support Services work described in this Contract and all work specified in a Task Order.
2. The Consultant's personnel shall be capable, competent, and experienced in performing the types of Cultural Resource Support Services work in this Agreement with minimal instructions. Personnel skill level should match the Task complexity.
3. The Consultant is required to submit a written request and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, or alterations to the Consultant's originally proposed staff and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced.
4. Consultant Contract Manager:
 - a. The Consultant's Contract Manager shall coordinate the Cultural Resource Support Services related matters and Consultant's operations under this Agreement with the Caltrans' Contract Manager.
 - b. The Consultant's Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a Contract Manager for similar Cultural Resource Support Services contracts. The Consultant's Contract Manager will be an employee of the prime consultant.
 - c. The Consultant's Contract Manager shall have "substantial knowledge and experience" in performing the Cultural Resource Support Services work as outlined in the Standard Environmental Reference (SER), Volume II of the Environmental Handbook (<http://www.dot.ca.gov/ser/envhand.htm>). "Substantial knowledge" is defined as having a Bachelor's or higher degree in anthropology, archaeology, history, cultural resource management or a related field. "Substantial experience" is defined as having a minimum of five (5) years of experience in performing the Cultural Resource Support Services work. Any advanced degree in anthropology, archaeology, history, cultural resource management or a related field may be substituted for three (3) years experience.

- d. In addition to other specified responsibilities, the Consultant's Contract Manager shall be responsible for all matters related to the Consultant's personnel, subconsultants, Cultural Resource Support Services work, and Consultant's operations, including, but not limited to, the following:
 - i. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
 - ii. Assigning qualified personnel to complete the required Task Order work as specified.
 - iii. Administering personnel actions.
 - iv. Maintaining project files.
 - v. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
 - vi. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
 - vii. Overseeing that all safety measures are in place.
 - viii. Providing invoices in a timely manner and provide monthly contract expenditures.
 - ix. Reviewing invoices for accuracy and completion before billing to Caltrans.
 - x. Manage subconsultants.
 - xi. Manage overall budget and provide report to the Caltrans' Contract Manager.

5. Consultant Task Order Manager

- a. For each Task Order the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant's Task Order operations with the Caltrans' Contract Manager and Caltrans' Task Order Manager.
- b. The Consultant's Task Order Manager shall have "substantial knowledge and experience" in performing the Cultural Resource Support Services work and as outlined in the Standard Environmental Reference (SER), Volume II of the Environmental Handbook (<http://www.dot.ca.gov/ser/envhand.htm>). "Substantial knowledge" is defined as having a Bachelor's or higher degree in anthropology, archaeology, history, cultural resource management or a related field. "Substantial experience" is defined as having a minimum of five (5) years of experience in performing the Cultural Resource Support Services work. Any advanced degree in anthropology, archaeology, history, cultural resource management or a related field may be substituted for three (3) years experience.

6. Consultant Personnel and Team Member Qualifications
 - a. The Consultant shall provide documents that proposed staff meet the appropriate minimum qualifications as defined in the Caltrans Environmental Handbook, Volume II, Chapter 2 (<http://www.dot.ca.gov/ser/envhand.htm>); and Attachment 1 of the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act as it Pertains to the Administration of the Federal-Aid Highway Program in California (PA)*; and the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61).
 - b. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities for purposes of historic preservation for Federal Undertakings (http://www.nps.gov/history/local-law/arch_stnds_9.htm). Caltrans' prior approval is required for all historians and archaeological staff not identified on the Consultant's organization chart.
 - c. The Consultant team member shall be capable of assisting the Consultant's Contract Manager in all aspects of the required work. The Consultant team member professional qualifications will be specified in each Task Order.
7. In responding to the Caltrans' Task Order and in consultation with the Caltrans' Contract Manager, the Consultant's Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified.
8. The Consultant's personnel shall typically be assigned to and remain on specific Caltrans projects until completion and acceptance of the project by Caltrans. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project by Caltrans.
9. After Caltrans' approval of the Consultant's staff proposal and finalization of a Task Order, the Consultant may not add or substitute staff without Caltrans' prior approval.
10. Resumes containing the qualifications and experience of the Consultant's personnel, which include existing, additional, and substitute employees shall be

submitted to the Caltrans' Contract Manager for review before assignment on a project.

11. The Caltrans' Contract Manager and Functional Manager may interview the Consultant's personnel for the qualifications and experience. The Selection Panel's decision to select the Consultant's employees shall be binding to the Consultant and its subconsultants.
12. The Caltrans' Contract Manager and or the Functional Manager shall have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. The Caltrans' Contract Manager may reject any Consultant staff determined by the Caltrans' Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Caltrans' Contract Manager may direct the Consultant to immediately remove Consultant staff from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute staff must meet the qualifications required by this agreement for performance of the work as demonstrated by a resume submitted by the Consultant. Substitute personnel must receive prior approval from the Caltrans' Contract Manager. The Consultant shall not remove any staff without the written consent of the Caltrans' Contract Manager. The removal of staff without the written approval from the Caltrans' Contract Manager shall be violation of the Contract Agreement and result in termination of the Agreement.
13. When required by the Caltrans' Contract Manager, the Consultant's Contract Manager shall provide a substitute employee until an assigned employee returns to work from an approved leave. The substitute personnel shall have the same classification, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel. Substitute personnel must receive prior approval from the Caltrans' Contract Manager.
14. The Cultural Resource responsible person signing deliverables under this agreement requiring the signature of a Cultural Resource responsible person shall be currently employed by the Consultant or its subconsultants at the time of deliverable submittal and through the Caltrans review and acceptance process.
15. All deliverables under this agreement not fully approved by Caltrans bearing the signature of the Cultural Resource responsible person no longer employed by the Consultant or its subconsultants shall be replaced by another bearing the signature of a qualified replacement Cultural Resource responsible person at no additional cost to Caltrans. In such an eventuality, no additional time shall be allowed to the Consultant without prior written approval of the Caltrans' Contract Manager.

16. All of the Consultant's work shall be conducted under the direction of the Consultant's Contract Manager who shall have the appropriate experience as described in this Agreement. All deliverables under this agreement requiring the Cultural Resource responsible person signature shall be produced by the Consultant staff having appropriate experience and signed by a Cultural Resource responsible person.
17. Except for subconsultant employees, all personnel utilized by the Consultant to perform the services described in this Agreement shall be employed by the Consultant. Subcontracting is permitted, subject to approval of the Caltrans' Contract Manager and all subconsultant employees shall be identified as such.
18. Other project staff not identified also must satisfy appropriate minimum qualifications. Caltrans' prior approval is required for all staff not identified on the Consultant's organization chart or the Consultant's cost proposal.
19. The Consultant's timesheet/expenses shall be approved by the Caltrans' Contract Manager before submitting timesheets or expense reimbursement requests for payment.

F. Consultant Availability and Work Hours

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

Overtime shall be worked only when directed in writing by the Caltrans' Contract Manager and specifically required by the Task Order.

G. General Requirements

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

H. Equipment Requirements

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

The Consultant shall have and provide adequate office equipment and supplies to complete the required Cultural Resource Support Services work specified in this Agreement. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, and calculators.
- c. Data processing systems, reference materials or other tools, including hardware and software, used in providing deliverables.
- d. Reference material, or other tools, used in providing deliverables.

2. The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Agreement accurately, efficiently, and safely. The Consultant shall not be reimbursed separately for tools of the trade.
3. 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 the federal government, state governments, local agencies and private clients.

I. Consultant Reports and/or Meetings

1. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans' Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
2. Progress reports shall identify the total number of hours worked and the related costs and expenses by the Consultant's and subconsultants' personnel. Consistent with the "Deliverables" Section, Progress reports will set forth a schedule of milestones, the current status of progress toward each milestone (i.e. on schedule, out of schedule with correction in place, or out of schedule with no current correction), and a schedule of deliverables.
3. When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. The progress reports shall include actual DVBE participation on a monthly and cumulative basis.
4. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.
5. The Consultant's Contract Manager shall meet with the Caltrans' Contract Manager as needed to discuss progress on the Agreement.
6. The Consultant's Contract Manager shall be responsible for drafting of the minutes of the meetings and submit them to the Caltrans' Contract Manager within one (1) week of the meeting for review and comment. The Consultant's

Contract Manager shall distribute final version of meeting minutes within two (2) calendar days of final approval.

7. Consultant shall be available, on two (2) days' notice, to meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings, to attend public meetings (day and evening) where a Cultural Resource Support Services expert is required; to participate in any public hearings necessary for the Project; and to provide technical expertise on an "as-needed" basis.
8. Caltrans shall retain responsibility for all final consultation, both informal and formal, with Local, State and Federal resource and regulatory agencies including, but not limited to: Federal Highway Administration or State Office of Historic Preservation, regarding any issues. Consultant shall be available (within 2 working days notice) to participate in such consultations as specified in each Task Order, as directed by the Caltrans' Contract Manager, and at the request of Caltrans. Should specific permits or agreements be required, the Consultant may prepare appropriate information.

J. Standards

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

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

- c. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from the Caltrans' Internet web site may be requested from the Caltrans' Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages.
 - i. <http://www.CALTRANS-opac.ca.gov/publicat.htm>
 - ii. <http://www.dot.ca.gov/manuals.htm>
 - d. The Caltrans' manuals, guidelines, and standards are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.
3. The Consultant has total responsibility for and shall verify the accuracy and completeness of the deliverables, and backup documents under this agreement prepared by the Consultant or its subconsultants for the projects as specified in this Agreement and in each Task Order. All deliverables and backup documents under this agreement shall be reviewed by Caltrans for conformity with Project standards and the requirements in the Task Order. Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
 4. The Consultant or its subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.
 5. The Caltrans' Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Agreement.
 6. Prior to Cultural Resource Support Services work, the Consultant shall prepare and obtain approval from the Caltrans' Contract Manager a quality control plan, for how the minimum standard of work quality will be achieved, in effect during the entire time the work is being performed under the Agreement. The Consultant will complete the quality control plan and certify at the end that the all measures contained therein were completed. Caltrans will perform quality assurance on the quality control plan to assure that quality control was completed.

7. The Consultant's quality control plan shall establish a process whereby:
 - a. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
 - b. Calculations and plans are independently checked, corrected and re-checked.
 - c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
 - d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.
8. The Consultant shall provide an outline of the quality control program before specific task begins and shall identify critical quality control reviews within each Task Order.
 - a. The Caltrans' Contract Manager will periodically request evidence that the quality control/quality assurance plan is functioning.
 - b. All deliverables and backup documents under this agreement submitted to the Caltrans' Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work.
 - c. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the Caltrans' Contract Manager with the QC/QA plan.
 - d. The Consultant shall update these documents when directed by the Caltrans' Contract Manager. Within thirty (30) days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans' Contract Manager a job specific QC/QA plan and staffing plan.
9. The deliverables, and backup documents under this agreement furnished under this Contract shall be of a quality acceptable to the Caltrans' Contract Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, independently checked for error, having the maker and the checker identified, and conformity to Caltrans.

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

K. Standard of Care

Consultant represents that it possesses all necessary training, licenses and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed above or if no Standards are listed, will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of this Agreement's Scope of Work, working on similar, successfully completed projects per defined requirements in the contracts for the similar projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in this Agreement, the Consultant shall inform the Caltrans Contract Manager of the better standard or practice. The Caltrans Contract Manager, in his/her sole discretion, shall decide whether to adopt the recommended standard or practice in performance of the Scope of Work under this Agreement.

L. Field Safety

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

1. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the project personnel and the public. The Consultant's Cultural Resource Support Services personnel shall comply with all safety provisions of the Caltrans' Safety Manual(s). The Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations, applicable to the Consultant, regarding safety equipment and procedures.
2. Field work shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.
3. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's Cultural Resource Support Services personnel shall wear safety footwear, white hard hats, eye protection, and approved safety vests at all times while working in the field.
4. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and subconsultants' field personnel, including training

required for performing Cultural Resource Support Services work on and near highways.

5. The Consultant shall be solely responsible for the health and safety protection of its employees, subconsultants and subconsultants' employees in performance of this contract.
6. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within areas that are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

M. Manuals, Documents, and Websites

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

<http://www.dot.ca.gov/>

<http://www.dot.ca.gov/hq/env/>

<http://www.dot.ca.gov/ser/>

<http://www.dot.ca.gov/ser/vol2/vol2.htm>

N. Orientation Provided by Caltrans

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

O. Monitoring and Review Procedure

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

P. Materials to be Provided by Caltrans

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

1. Existing documents, if any, that are applicable to the current project within the project limits.
2. Appropriate background or reference information for each Task Order.
3. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and contract and proposal, as necessary.

4. Caltrans standardized forms.
5. The Consultant is responsible for the return to Caltrans, in original condition, of all items provided for use under this agreement from Caltrans. The Consultant will replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.
6. The Consultant shall notify Caltrans, in writing, in advance of its need to enter upon private property or facility to perform work. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's activities. Caltrans will provide Permits to Enter for private property access. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Caltrans' Contract Manager within 48 hours if permission has been denied. The Consultant shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without Permits to Enter. The Consultant shall comply with all conditions imposed by the Caltrans' Contract Manager and requirements set forth in the Permit To Enter.

Q. Materials to be Provided by the Consultant

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

R. Product Approval and Payment

1. All Cultural Resource Support Services deliverables, and backup documents under this agreement produced by the Consultant, as specified by the Task Order, shall be subject to the approval and acceptance by the Caltrans' Contract Manager prior to invoicing and payment for these items.
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 corrections to the satisfaction of the Caltrans' Contract Manager at no cost to Caltrans prior to payment. Caltrans will withhold payment until the work is satisfactorily completed and accepted by the Caltrans' Contract Manager. Additional cost incurred to correct errors will not be compensated.
3. The Consultant's Cultural Resource Support Services work that does not conform to the requirements specified herein and the applicable Task Order will not be

paid and shall be corrected at the Consultant's expense at no additional cost to Caltrans.

S. Deliverables

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

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

1. Data Format for Unprotected Electronic File Transfers

The Consultant shall deliver unprotected electronic files meeting the following requirements:

- a. Alphanumeric information (80 character, ASCII data type).
- b. Reports (Acrobat Writer 5 and above)
- c. Graphs, charts (Acrobat Writer 5 and above).
- d. Comply with standard naming convention (i.e. Project ID, Route/PM, Date).

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

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

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

5. All deliverables and backup documents under this agreement shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.
6. Written documents shall be submitted in both hardcopy and unprotected electronic files in the Caltrans-approved forms and in the Caltrans-approved format (Microsoft Word), and shall conform to Caltrans standards.
7. When the Consultant is required to prepare and submit deliverables, and backup documents under this agreement to Caltrans as required by this Contract and any approved Task Order issued by the Caltrans' Contract Manager and under this Agreement, these documents will be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to direct revisions, prior to final submittal. The specific schedule for the Caltrans' review of the Consultant's submittals will be specified in the Task Order issued by the Caltrans' Contract Manager.
8. The Consultant shall also submit one (1) unprotected electronic copy of all deliverables, and backup documents under this agreement required under this Agreement in a specified format (CD). The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.
9. If the Consultant fails to submit the required deliverables, and backup documents under this agreement items set forth in this Agreement and in each Task Order issued by the Caltrans' Contract Manager Caltrans shall have the right to withhold payment and/or terminate this Agreement in accordance with the termination provisions of the contract. If the Agreement is terminated, the Consultant shall at Caltrans' request, return all materials recovered or developed by the Consultant under the Agreement.
10. For each Task Order, a milestone submittal schedule shall be prepared by the Caltrans' Contract Manager. Milestones may be changed by written agreement between the Caltrans' Contract Manager and the Consultant's Contract Manager through an amendment to the Task Order. Prior to concluding such an agreement, the Caltrans' Contract Manager will obtain the necessary internal Caltrans approvals.
11. The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans' Contract Manager performed under this Agreement. These files shall be made available to Caltrans' Contract Manager during normal working hours. If requested by the Caltrans' 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- MS 27
1120 N Street
Sacramento, CA 95814
Attn: *(name of Task Order Manager)*