

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

Department Of Transportation

STD 213 (rev 9/01)

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

AGREEMENT NUMBER 43A0321	REGISTRATION NUMBER
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME

Vali Cooper & Associates, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 06/18/2014 or upon Caltrans approval, whichever is later, through 06/30/2017.

3. The maximum amount of this Agreement is: **\$6,000,000.00**  
 Six Million Dollars and No Cents

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

Exhibit A – Scope Of Work and Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (GTC 610)	1 Page
Exhibit D – Special Terms And Conditions	22 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 – Scope Of Work	19 Pages
Attachment 2 – Cost Proposal	17 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – Std. 840 / 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.

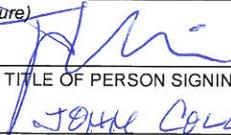
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR (herein referred to as "the Consultant")**

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

Vali Cooper & Associates, Inc.

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-16-14

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN COLLINS, PE - C.O.O.

ADDRESS

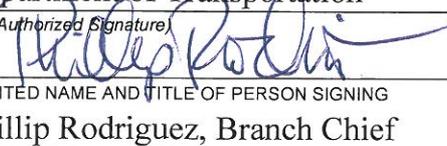
2000 Powell Street, Suite 550  
 Emeryville, CA 94608

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/18/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Phillip Rodriguez, Branch Chief

ADDRESS

Division of Procurement and Contracts, MS-65  
 1727 30<sup>th</sup> Street  
 Sacramento, CA 95816

California Department of General Services  
 Use Only

Exempt per: PCC 10430(d)

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed Statewide.
- C. CONFLICT OF INTEREST SUPPORT WORK
  - 1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.
  - 2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
    - a. The consultant contract covers the same District, but not the same geographic area as this Agreement;
    - b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;
    - c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.
  - 3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.
- D. This Agreement will commence on June 18, 2014 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to

**EXHIBIT A  
 SCOPE OF WORK AND DELIVERABLES**

approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on June 30, 2017. The services shall be provided during working hours, Monday through Friday, except holidays or as stipulated in a Task Order. The parties may amend this Agreement as permitted by law.

- E. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Tom Huff	Consultant Contract Manager:David Sluga
District/Division: Environmental Analysis/Stormwater / MS-27	Office/Branch:
Address: 1120 N Street Sacramento, CA 95814	Address: 1935 Chicago Avenue, Unit A Riverside, CA 92507
Phone: 916-653-4176	Phone: cell: 714-328-0057
Fax: 916-653-6366	Fax: 951-788-8025
e-mail: tom.huff@dot.ca.gov	e-mail: david.sluga@valicooper.com

- F. Work Guarantee

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

- G. Licenses and Permits

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

**II. TASK ORDER**

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."
- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- 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.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order revisions require written approval by the Consultant and Caltrans.
- I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

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

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

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

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>. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 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

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

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

DEPARTMENT OF TRANSPORTATION  
Environmental Analysis/Stormwater/MS-27  
Attn: Tom Huff  
1120 N Street  
Sacramento, CA 95814

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

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

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

- J. 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.
- K. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- L. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed **\$6,000,000.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- M. 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.
- N. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

- O. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review or audit recommendations. The Consultant agrees that all Subconsultants and the Consultant's Independent CPA, if applicable, will be made aware of this requirement, and that individual items of cost identified in the Cognizant Approval or Audit Report shall be incorporated into the Agreement by this reference if directed by Caltrans at its sole discretion. Refusal by the Consultant and/or its Independent CPA to incorporate the Workpaper Review or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement, per Exhibit D, section III.
- P. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or the Consultant's and/or Subconsultants' in-house developed ICRs at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- Q. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
  2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
  3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

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.

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

III. COST PRINCIPLES

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

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

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

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

Indemnification

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

II. DISPUTES

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

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

General Conditions

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

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

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

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

XI. NON-DISCRIMINATION

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

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent 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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

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, 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

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copy of the inventory record must be submitted to Caltrans on request by Caltrans.

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

XV. INSPECTION OF WORK

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

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- 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

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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

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

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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.

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

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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 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.

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- 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.

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

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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 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

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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.

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

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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 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.

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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.

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

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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.
- 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.

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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 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;

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

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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

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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 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

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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.

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.

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

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

DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION WITH GOALS

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

B. Substitutions of DVBE's

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

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

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

EXHIBIT E  
ADDITIONAL PROVISIONS

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

EXHIBIT E  
ADDITIONAL PROVISIONS

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

5. DVBE's substituted after award must be certified at the time of the substitution.
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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**

### **Stormwater Compliance - Statewide**

#### **1. Scope of Work/Deliverables**

##### **A. Project Description**

On an as-needed basis, the Consultant shall provide technical and professional stormwater quality assurance services statewide to assist the Department in achieving compliance with the Department's National Pollutant Discharge Elimination System (NPDES) permit obligations that are related to compliance monitoring of construction activities, maintenance activities, industrial activities, operating right of way, and other transportation facilities (such as but not limited to maintenance stations, equipment facilities, roadside rest areas, and Department properties leased to others) in accordance with the following permits:

The Department's NPDES permit obligations include, but are not limited to, the following permits including any subsequent amendments or re-issuance:

- a. NPDES Order No. 2012-0011-DWQ NPDES NO. CAS000003 Statewide Storm Water Permit Waste Discharge Requirements (WDRs) for the State of California Department of Transportation,
- b. NPDES General Permit Order No. 2009-0009-DWQ NPDES No. CAS000002 (for construction and land disturbance activity),
- c. California Regional Water Quality Control Board Lahonton Region, Order No. R6T-2011-0019, NPDES No. CAG616002,
- d. USEPA NPDES General Permit for Discharges from Construction Activities effective February 16, 2012,
- e. NPDES General Permit Order No. 97-03 NPDES No. CAS000001 (for discharges of storm water associated with industrial activities excluding construction activities), and
- f. Other State of California Phase I and Phase II municipal NPDES permits.

##### **B. Description of Required Services**

The Department's Contract Manager will assign specific tasks to the Consultant by issuing Task Orders. Task Orders may include but are not limited to the following tasks:

1. Perform compliance monitoring for the purposes of achieving the objectives of the Department's stormwater program. Compliance monitoring is an independent quality assurance review to help the Department's managers know if statewide stormwater management practices are being implemented as intended and to support efforts to evaluate, define, and revise stormwater management practices. Compliance monitoring will include onsite reviews of construction projects, construction activities, maintenance

## **SCOPE OF WORK/DELIVERABLES**

### **Stormwater Compliance - Statewide**

facilities, maintenance activities, industrial activities, operating right of way, and other transportation facilities (such as but not limited to maintenance stations, roadside rest areas, and State properties leased to others) as identified in the Department's Stormwater Management Plan (SWMP) for proper selection, installation, and maintenance of Best Management Practices (BMPs).

2. Compliance monitoring will also include evaluation of stormwater documentation relevant to the activities or facilities reviewed. These documents include, but are not limited to, Water Pollution Control Programs (WPCPs), Stormwater Pollution Prevention Plans (SWPPPs), and Facility Pollution Prevention Plans (FPPPs).
3. Coordinate with the Department's representatives (such as Resident Engineers, Maintenance Supervisors, Facility Managers, and Stormwater Coordinators) in regard to evaluation of stormwater activities or compliance documents. Coordination activities will include, but not be limited to, arrangement of access, discussion of findings, preparation of reports, and scheduling of follow-up reviews (as required).
4. Identify actual and potential stormwater and non-stormwater threats to water quality that are associated with construction activities, maintenance activities, industrial activities, transportation facilities, and other related facilities and activities. Provide timely and accurate reports to the Department's Contract Manager, Task Manager, and other Department personnel as specified in a task order. Recommend improvements in stormwater and non-stormwater management practices to correct these problems.
5. Assist in the preparation of compliance monitoring plans for construction activities, maintenance activities, industrial activities, transportation facilities, and other related facilities and activities.
6. Compile compliance monitoring data and prepare annual reports that summarize the results of compliance monitoring reviews. Periodic reporting may be required as specified in each Task Order.

### **C. Personnel**

1. The Consultant shall, throughout the life of the contract, retain within the Consultant's firm, or through subconsultants, a staff of personnel who are qualified to perform each of the tasks that are listed in the Task Orders. The Consultant's personnel shall be capable of performing their work with minimal instructions.

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2. The Consultant shall not alter the originally proposed personnel and project organization without written approval from the Department's Contract Manager.
3. Project Manager. The Consultant shall furnish a Project Manager to coordinate the Consultant's operations under the contract with the Department's Contract Manager. The Consultant's Project Manager shall be accessible to the Department's Contract Manager at all times during the Department's normal working hours. The Consultant's Project Manager shall be responsible for all matters that are related to the Consultant's personnel and operations including but not limited to:
  - a. Review, monitor, train and direct Consultant's personnel.
  - b. Assign qualified personnel to perform Task Order work.
  - c. Administer personnel actions including removal of personnel and addition of new personnel in a timely manner as directed by the Department's Contract Manager.
4. Task Order Managers. The Consultant shall furnish a minimum of two Task Order Managers throughout the life of this contract.
5. Consultant Task Order Managers will be assigned to specific geographical locations within the State. The Consultant shall assign a Task Order Manager for its services in Caltrans Districts 6, 7, 8, 9, 11, and 12, and a separate Task Order Manager for its services in Caltrans Districts 1, 2, 3, 4, 5, and 10. It is highly recommended for each Consultant Task Order Manager to work from a centralized location within Caltrans Districts 6, 7, 8, 9, 11, and 12, and a centralized location within Caltrans Districts 1, 2, 3, 4, 5, and 10.
6. The Consultant Task Order Managers shall be responsible for coordinating the Consultant's operations with the Department's Contract Manager and the Department's Task Manager in response to each Task Order.
7. The Consultant Task Order Managers shall be a Civil Engineer, who is licensed to practice as such in the State of California.
8. The Consultant Task Order Managers shall be accessible to the Department's Contract Manager and Department Task Manager at all times during the State's normal working hours while the Task Orders work are underway.

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9. The Consultant's personnel, while in the field, shall be under the direction of a Civil Engineer, who is licensed to practice as such in the State of California. In addition, the Consultant's licensed Civil Engineer, must have at least three years of combined experience performing water pollution control reviews for construction projects, construction activities, maintenance facilities, maintenance activities, industrial activities, operating right of way, and other transportation facilities (such as but not limited to maintenance stations, roadside rest areas, and State properties leased to others) in accordance with the following permits:
  - a. NPDES General Permit Order No. 2009-0009-DWQ NPDES No. CAS000002 (for construction and land disturbance activity),
  - b. California Regional Water Quality Control Board Lahonton Region, Order No. R6T-2011-0019, NPDES No. CAG616002,
  - c. USEPA NPDES General Permit for Discharges from Construction Activities effective February 16, 2012,
  - d. Other State of California Phase I and Phase II municipal NPDES permits, and
  - e. State of California NPDES Industrial General Permit.

Although not required, the Department prefers that the Consultant's licensed Civil Engineer, be certified in accordance with NPDES General Permit Order No. 2009-0009-DWQ NPDES No. CAS000002 Section VII B., d., e., f., or g.

10. Consultant personnel performing onsite reviews must be certified in accordance with NPDES General Permit Order No. 2009-0009-DWQ NPDES No. CAS000002 Section VII B., d., e., f., or g, and must have at least three years of combined experience performing water pollution control reviews for construction projects, construction activities, maintenance facilities, maintenance activities, operating right of way, and other transportation facilities (such as but not limited to maintenance stations, roadside rest areas, and State properties leased to others) requiring a Stormwater Pollution Prevention Plan in accordance with NPDES General Permit Order No. 2009-0009-DWQ NPDES No. CAS000002 (for construction and land disturbance activity) and USEPA NPDES General Permit for Discharges from Construction Activities effective February 16, 2012, including State properties and facilities w/in other MS4 permits and other State of California Phase I and Phase II municipal permits and State of California Industrial General Permit.
11. The Consultant must conduct all compliance reviews or other field work in accordance with the Department's current Manual on Uniform Traffic Control Devices in order to conduct operations safely and minimize traffic delays. The Consultant must consider and present options for accessing construction projects, construction activities, maintenance facilities, maintenance activities, industrial activities, operating right of way, and other transportation facilities (such as but not limited to maintenance stations, roadside rest

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areas, and State properties leased to others) that minimize impacts to the traveling public. These options shall be made known to the Task Order Manager.

12. The Consultant and/or their subconsultants must have personnel in various parts of the State to respond effectively and efficiently to work issued by Task Order. Consultant team offices must be located throughout the State to effectively and efficiently mobilize consultant personnel to perform compliance monitoring.

**D. License Registration Requirement**

1. The Consultant's Project Manager shall be a licensed professional Civil Engineer, registered to practice in the State of California.
2. The Consultant's Task Order Managers shall be a licensed professional Civil Engineer, registered to practice in the State of California.
3. The Consultant's personnel, while in the field, shall be under the direction of a Civil Engineer, who is licensed to practice as such in the State of California.

**E. Task Orders**

1. Specific projects will be assigned by the Caltrans' Contract Manager to the Contractor through issuance of Task Orders describing the services to be performed and the location where the services will be performed. Caltrans Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables in a Task Order.
2. Prior to commencing any specific task, a written Task Order shall be prepared for the specific work to be accomplished. Each Task Order shall be agreed to and signed by the Contractor Contract Manager and Caltrans' Functional Manager and Contract Manager.
3. The Contractor shall only perform work that is authorized and described on written Task Order that is signed by both Caltrans and the Contractor.
4. Caltrans will identify all work to be performed under this Agreement through preparation of a draft Task Order, less the cost estimate. The draft Task Order will identify (with specificity):
  - a. purpose or goal of the Task Order,
  - b. description of the services,
  - c. scope of services,
  - d. Task Order deliverables,
  - e. Any special tools that Caltrans or the Contractor must provide;

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- f. the Task Order term, dates of service or project schedule, and/or due dates,
  - g. and sufficient data to tie the Task Order to the Contract (including contract number, name of Caltrans Contract Manager, and name of Requester).
5. Upon receipt of the Task Order, the Contractor shall review the Task Order and prepare a written estimate of the number of hours per staff person, the anticipated reimbursable expenses, and the total dollar amount. The Contractor shall return the draft Task Order to Caltrans within no more than ten (10) calendar days) after receipt of the draft Task Order from Caltrans.
  6. The Contractor will provide a good-faith cost estimate using their professional judgment. Provided agreement is reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Contractor. If Caltrans and Contractor are unable to reach agreement, the work described in the draft Task Order shall not be performed by the Contractor and Caltrans shall not pay for any work described in the Task Order.
  7. Provided there is a signed and valid Task Order, the Contractor will be reimbursed for actual hours worked at the hourly rates specified in Attachment 1, Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. In addition, the Contractor will be reimbursed for actual direct costs, other than salary costs, that are identified in an executed Task Order. Provided the Agreement expressly permits for such reimbursement, reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules detailed in the Caltrans Travel and Expense Guide; and if the Agreement does not expressly permit for reimbursement, no reimbursement shall be made. All personnel to be used in the Task Order shall be identified in the Cost Proposal.
  8. Task Orders are not valid until approved by Caltrans and subsequently signed by both parties. No payment will be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.
  9. The Contractor 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 due or made for any work performed prior to written approval of the work product by the Contract Manager or after the period of performance of the Task Order.
  10. If the Contractor 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.
  11. 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.

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12. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
13. The Contractor shall begin the required work within 14 working days after receiving a fully executed Task Order unless otherwise specified in the Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
14. Unless otherwise specified in the Task Order, Contractor shall notify Caltrans at least forty-eight (48) hours before fieldwork is to begin.

**F. Availability and Work Hours.**

1. The Consultant shall begin the required work within five (5) working days after receiving a fully executed Task Order unless the Task Order specifies a later starting date. Once the work begins, the Consultant shall perform the work diligently.
2. The Consultant shall notify the Department in writing at least 48 hours before it begins field work, unless the Task Order specifies some other notification date.
3. The normal work week shall consist of forty (40) hours unless otherwise specified in the Task Order.
4. The Consultant's Project Manager shall notify the Department's Contract Manager in writing of any absence of the Consultant's personnel and provide temporary or permanent replacement of personnel. Temporary or permanent replacement of the Consultant's personnel shall meet the same requirements for personnel specified in paragraphs 7 through 10 of Article C. Personnel and all of Article D. License Registration Requirement.
5. The Consultant's staff shall work overtime only when directed or approved in writing by the Department's Contract Manager unless overtime is specifically included in the Task Order.
6. The Consultant must notify the Department's Resident Engineer (or Oversight Resident Engineer), Senior Resident Engineer and District Construction Stormwater Coordinator prior to entering a construction site. Upon each occurrence during the period of this contract, Consultant personnel shall read and sign the Code of Safe Practices prior to entering a construction site.

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7. The Consultant must notify the District Maintenance Supervisor or Facility Manager, and the District Maintenance Stormwater Coordinator or NPDES Coordinator, prior to conducting compliance monitoring activities within maintenance facilities, at maintenance activities, equipment facilities, industrial activities, and other related facilities and activities, within operating right of way, and other transportation facilities (such as but not limited to maintenance stations, roadside rest areas, and State properties leased to others) other similar facility, or the Department's right of way.

**G. Deliverables**

1. The Consultant shall submit the deliverables in a Task Order to the address specified in the Task Order. Electronic reports for which a physical medium such as a CD-Rom has not been specified may be submitted by electronic mail or as specified in the Task Order.
2. The Department will exercise its review and approval functions through its Contract Manager and/or Task Manager at key points as specified in a Task Order.
3. If a Task Order is scheduled to take less than six (6) months, the Consultant shall prepare a work plan with a listing of tasks, a budget, and a target completion date. The consultant will use the Department's Work Breakdown Structure (WBS), or any other Department-approved systems, when planning pilot projects or any PS&E related products. (Refer to the following link to view the WBS, <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>).
4. If a Task Order is scheduled to last for six (6) months or longer and if required by the Department's Contract Manager or Task Manager, the Consultant shall prepare and update a critical path method network diagram for the Task Order. The network diagram shall show a deliverables schedule as well as other relevant data that are needed for the Consultant's work control and the Department's review of the Consultant's work. The relevant data shall include a list of activities with a budgeted cost and a target completion date for each activity. The consultant will use the Department's Work Breakdown Structure (WBS), or any other Department-approved systems, when determined to be appropriate by the Department Task Manager.
5. The Consultant shall obtain the Department's written approval for each deliverable that a Task Order identifies.
6. The Consultant shall submit studies, reports, plans, and other deliverables as required by Task Orders to the Department in draft format as identified in the schedule. The Department will direct revisions prior to the Consultant's final submittal.

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7. The Department will prepare a schedule in each Task Order for the submittal of milestones. Milestones may be changed by written agreement between the Department and the Consultant.
8. The Consultant shall submit a compact disk, DVD disk, thumb drive, or other approved electronic storage device which contains electronic copies of pertinent files for all reports that the Consultant has prepared. The electronic copies shall meet the following criteria:
  - a. Text-based documents shall be submitted as an Adobe® Portable Document Format (“pdf”) file using Adobe Acrobat Professional version 6 or later software. The Department may post this file to its Stormwater website. The “pdf” file shall:
    - i. Include all graphics (such as page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form.
    - ii. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks.
    - iii. Be configured (such as bookmarks, thumbnails, annotations, signatures, and security settings).
    - iv. Be optimized for use by Adobe Acrobat Reader 9.0 or as specified in the task order.
    - v. Be formatted so as to be accessible to persons with visual impairments and persons with hearing impairments. The Consultant shall utilize the “Full Check” feature of Adobe Acrobat Professional version 6 or as specified in the task order to accomplish this accessibility.
  - b. Text-based documents shall be submitted in Microsoft Word format, version 2007 or as specified in the task order. Each document shall be inclusive of all graphics (such as photographs, image graphics, charts, and tables).
  - c. Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless specified in the Task Order.
  - d. All graphics (such as photographs and engineering drawings) shall be submitted separately from the “pdf” and Microsoft Word documents and shall be in their original resolution and original file format. The Department will use these files for archive purposes.
  - e. Spreadsheet files shall be submitted in Microsoft Excel format, version 2007 or as specified in the task order.
  - f. The Consultant shall provide appropriate documentation for the contents of all electronic media.
  - g. The Consultant shall not format electronic files as “view only” or “read only” unless so specified in the Task Order.
  - h. Video files shall be submitted on a separate DVD or CD-Rom. Video shall be formatted as avi or wmv, and is useable on Window Media Player, it shall be in a format that can be edited, it shall be free of any copy protection, and it shall be at

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a high enough resolution and frame rate for playback on television (a resolution of 720 x 480 pixels and 30 frames per second at a minimum).

- i. Consultant shall comply with the Department's IT Standards as adapted by the Division of Environmental Analysis (DEA), dated July 30, 2013. Department's Task Manager shall provide Consultant with the latest version that outlines the technologies to be used by the Consultant to ensure that deliverables are adaptable and supportable by DEA. These standards shall apply when the Consultant is engaged in the development of web-based or electronic tools for the DEA, who will be utilizing these technologies. Consultant shall not be required to install this database onto the Department's computer system unless otherwise requested through the approval of the Department's Information Technology Division. All electronic documents provided to the Department shall be "unlocked."
  - j. In addition, the standards require the Consultant to provide with the deliverables the technical documentation, the Structured Query Language (SQL) documentation (if a database is used) and the software user's manual for the developed application. Consultants must use template for the development of this documentation. Department's Task Manager shall provide the latest version of the templates.
9. A Task Order may require the Consultant to use other software and electronic formats as needed to accomplish the objectives specified in the Task Order.
  10. The Consultant shall adhere to a prescribed document numbering system that the Department has developed for the Stormwater Program. The Consultant shall obtain and use the assigned document number(s) for each study, report or technical memorandum and shall either incorporate this number into the title or display this number on the title page of the document.
  11. The Department will provide the Consultant with a basic distribution list and/or labels for mailing or otherwise distributing documents.
  12. The Consultant shall provide to the Department one (1) unbound, camera-ready copy and five (5) additional copies of each report, study, and technical memorandum that the Consultant prepares. The Task Order will specify the number of additional copies of these documents that the Consultant shall produce for distribution as per the Task Order.
  13. On April 15 and October 15 of each year, the Consultant shall submit to the Department a list of all the documents that it has prepared. This semiannual list shall include, at a minimum, the following information:

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- a. Reference number as per (item #12) above
  - b. Title of the document
  - c. Synopsis of the document [no more than three (3) sentences]
  - d. Date on which the document was completed
  - e. Author of the document (Consultant, the Department, or subconsultant)
  - f. Status of document (draft or final)
  - g. Agreement under which the Consultant prepared the document
  - h. Task Order under which the Consultant prepared the document
  - i. Purpose of the Task Order (as described on the first page of the Task Order, e.g., such as “Measurable Objective from the SWMP”)
14. If the Consultant fails to submit the required deliverable items as set forth in a Task Order, the Department shall have the right to withhold payment and/or to terminate the contract.
15. The Consultant shall submit a progress report for each Task Order to the Department’s Contract Manager and Task Manager on or prior to the fifteenth (15<sup>th</sup>) day of each month during which the Task Order is active. This report shall contain the following elements:
- a. Time frame of the reporting period (equivalent to the invoice period)
  - b. Work completed in the reporting period (activities and accomplishments)
  - c. Work to be completed in the subsequent reporting period
  - d. Total amount of Task Order authority
  - e. Expenditures in this progress report period
  - f. Total expenditures to date
  - g. Total expended but not yet invoiced to the Department

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- h. Remaining Task Order authority
  - i. For each milestone, task and deliverable: the budgeted cost, the actual cost to date, the actual cost to date as a percent of the budgeted cost, and the percent of the milestone/task/deliverable that has been completed
  - j. Projected travel costs for the subsequent reporting period with detail about the staff involved, the purpose of the travel, and the cost
  - k. Comments about other issues that are important to the Department's Contract Manager and Task Manager or otherwise significantly impact the Task Order's services (For example, a staff shortage that could delay the timely completion of a deliverable)
  - l. DBE/UDBE, DVBE, and/or SBE utilization goal achievement in the reporting period, the total goal achievement to date on the Task Order and the expected goal achievement in the month after the reporting period.
  - m. Provide information or updates for all correspondences (verbal or written) with governmental regulatory agencies and others during the course of work on a Task Order.
16. All documents and reports that the Consultant produces shall include the following statement: "For individuals with sensory disabilities, this document is available in alternate formats upon request. Please call or write to Stormwater Liaison, Department's Division of Environmental Analysis, MS 27, P.O. Box 942874, Sacramento, CA 94274-0001. (916) 653-8896 Voice, or dial 711 to use a relay service."
17. The Consultant shall keep a complete inventory of all equipment purchased under this contract and reimbursed by the Department. Only equipment approved by the Department's Contract Manager or Task Manager will be eligible for reimbursement. The Consultant shall utilize an equipment inventory and tracking system that the Department has specifically created for this purpose. All changes to equipment location and status will be recorded in the equipment tracking system so that the statewide inventory is kept up to date.

**H. General Requirements**

- 1. The Consultant's Project Manager shall cooperate with the Department, the Federal Highway Administration, and any of the Department's contractors and consultants that

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are working on a project. The Task Order may also require the Project Manager to coordinate with local agencies, other state agencies, regulatory agencies, Native American tribal governments, utility companies, railroads, and other agencies.

2. The Department does not intend to relieve the Consultant of professional responsibility during performance of the Agreement for this scope of work. If the Consultant believes that a better solution to a problem is possible, the Consultant shall promptly notify the Department's Contract Manager of these concerns and the reasons therefore.
3. The Consultant may directly contact governmental regulatory agencies and others for the purpose of obtaining information, expertise, and assistance in developing baseline data and resource inventories. The Consultant shall maintain a written record of all such contacts and shall transmit copies of those records to the Department on a regular basis (as defined in Section G, No. 15m in this scope of work).
4. The Consultant shall include the Department's Contract Manager in all written communications to other Department personnel located in Department Headquarters and/or in district for any clarification on the scope of work.
5. The Department is responsible for all final consultation, both informal and formal, with local, state and federal agencies regarding stormwater quality issues. The Consultant shall assist the Department in such consultations as specified in each Task Order and as directed by the Department's Contract Manager.
6. For Task Order work performed on any property that the Department does not own or control, the Consultant shall be responsible for obtaining all necessary approvals and permits. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order.
7. The Consultant shall perform all work in conformance with applicable federal, state, and local statutes, regulations, standards and guidelines, including, but not limited to, the following:
  - a. California Health and Safety Code
  - b. California Water Code
  - c. 40 CFR (Code of Federal Regulations) 122.26
  - d. Caltrans Standard Specifications

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- e. Caltrans Standard Special Provisions relevant to the protection of water
- f. Caltrans Stormwater Management Plan
- g. California Public Contract Code
- h. Caltrans Standard Plans
- i. California Business and Professions Code
- j. California Code of Regulations
- k. Caltrans Maintenance Manual
- l. Caltrans Stormwater Quality Handbook, Project Planning and Design Guide
- m. Caltrans Stormwater Quality Handbook, Stormwater Pollution Prevention Plan, and Water Pollution Control Program Preparation Manual
- n. Caltrans Stormwater Quality Handbook, Construction Site Best Management Practices
- o. Caltrans Stormwater Quality Handbook, Construction Staff Guide
- p. Caltrans Stormwater Quality Handbook, Construction Consultants Guide and Specifications
- q. Part 6 of the California Manual on Uniform Traffic Control Devices
- r. The Department's NPDES permit obligations, including, but are not limited to, the permits described in Section 1.A. hereof.

The Consultant is responsible for obtaining all necessary manuals, reference documents and other materials.

Some of the manuals, handbooks and other items listed above may be obtained through the following website: <http://www.dot.ca.gov/hq/env/stormwater/>.

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A list of Caltrans Publications that are currently available and the associated prices and ordering information may be requested from the Caltrans Publication Distribution Center at the following address:

State of California  
Department of Transportation  
Publications Distribution Center  
1900 Royal Oaks Drive  
Sacramento, CA 95815  
Telephone: (916) 263-0822

Since manuals, guidelines, standards, etc. are living documents, it will be the responsibility of the Consultant to verify that the latest version or update has been received.

8. Additional standards for specific work may be included in the applicable Task Order. Such standards supplement the standards specified herein.
9. The Department's Contract Manager shall decide on all questions that pertain to the quality and acceptability of the deliverables that are furnished by the Consultant and the work that the Consultant performs under the contract for this scope of work.
10. The Consultant shall have the capability to send to and receive from the Department's electronic mail system, including attachments for word processing, spreadsheets, and databases.
11. The Department will not reimburse the Consultant for costs to relocate its staff to the service area. The Department will not reimburse the Consultant for long-term per diem costs, unless preapproved by the Department's Contract Manager. The Department will not reimburse the Consultant for out-of-state travel without prior approval from the Department's Contract Manager.
12. The Consultant shall obtain the Contract Manager's approval prior to making presentations at non-Department sponsored conferences or workshops for any services provided under the contract for this scope of work.
13. The Consultant shall submit, after each monitoring event in which data is collected, a full data deliverables package in electronic format. This data deliverable package shall consist of the following components, unless directed otherwise by the Department Task Order Manager.
  - a. Validated analytical data in Caltrans Electronics Data Deliverable (EDD) format.

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- b. Caltrans Hydrologic Utility output file.
  - c. Raw time series data from the field monitoring equipment used to collect samples.
  - d. Validated and signed laboratory reports and completed Chain of Custody (COC) form(s) associated with the samples in .PDF format.
  - e. Scanned field logs and other documents produced by field personnel during the monitoring event.
  - f. Optional: Pictures, maps, or other documentation in .PDF format that the Consultant believes may be useful. All photographs shall be submitted in JPG format.
14. The Consultant shall disclose and utilize Home Office and Field Office overhead rates as appropriate for home office staff and field staff respectively.

**I. Quality Control**

- 1. The Consultant shall have a quality control plan in effect during the entire time that it is performing work under the Agreement for this scope of work. The Consultant shall provide an outline of its quality control program and shall identify critical quality control reviews within each Task Order schedule.
- 2. The Consultant's quality control plan shall establish a process whereby:
  - a. All draft and final reports are reviewed for accuracy, completeness, and readability before submittal to the Department.
  - b. Calculations and plans are independently checked, corrected and back-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.
  - e. Quality and reduced expense of data gathered is a high priority.

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3. Calculations, drawings, designs, estimates, reports, and other documents that the Consultant furnishes to the Department under a Task Order are of acceptable quality when they are:
  - a. neat in appearance
  - b. well organized
  - c. technically and grammatically correct
  - d. checked by designated reviewers (Department and Consultant personnel)
  - e. approved by the Department's Contract Manager or Task Manager
4. The Consultant shall identify the preparer and the designated reviewer for each document that the Consultant furnishes to the Department under each Task Order. The Consultant shall comply with all applicable state and federal standards and requirements.
5. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types that the Department prepares. The Department will provide examples to the Consultant.
6. The following documents shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of licensed engineer(s) responsible for their preparation:
  - a. The page which identifies the preparer of the engineering reports.
  - b. The title sheet for specifications.
  - c. Each sheet of plans.
7. The Consultant shall maintain a complete project file for each Task Order that it performs. The Consultant shall make this file available to the Department's Contract Manager or designees during the Department's normal work hours and shall transfer this file to the Department upon completion of work under the Task Order. Files may be transferred into formats as specified in Section G, Deliverables.

**J. Health and Safety**

1. The Consultant shall be responsible for the health and safety of its employees, subconsultants, and subconsultant's employees.

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2. The Consultant shall comply with all applicable occupational health and safety standards, rules and regulations that are established by the State of California and the federal government, and the safety instructions that the Department issues for performance of Task Order work.
3. The Consultant shall prepare a health and safety plan to cover all field tasks associated with each Task Order. These plans shall be updated and modified for each stage of work or on an annual basis. For a particular Task Order, the Department may require that this plan be prepared by a person that shall either have a bachelor degree in industrial hygiene or be certified by the American Board of Industrial Hygiene.
4. When working within the Caltrans right of way, the Consultant shall adhere to the safety provisions required at each location (e.g. Division of Construction Code of Safe Practices, Maintenance , Maintenance Manual Chapter 8 Protection of Workers, Division of Equipment Code of Safe Practices, etc).

**K. Materials Furnished by the Department**

The Department will furnish the following materials to the Consultant.

1. Stormwater Management Plan
2. The Department's NPDES permit from the State Water Resources Control Board
3. Appropriate background material, when available, for each Task Order
4. Caltrans Encroachment Permit. If a Caltrans encroachment permit is required for a Task Order, the Department will issue that permit without charge to the Consultant. The Consultant shall arrange with appropriate Caltrans staff before entering any Caltrans property. A copy of the Agreement for this service or the Task Order shall be with the Consultant while on Caltrans property.
5. Electronic templates of Task Order formats
6. Appropriate topographic maps and as-built drawings as available for each Task Order

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**L. Equipment and Materials Furnished by the Consultant**

Unless otherwise specified in Task Order, the Consultant shall provide all the necessary tools, instruments, materials, supplies and equipments, such as but not limited to, computers, computer programs, field vehicles, cell phones, safety equipment (personal protective equipment and traffic control devices), etc. that are required to accurately, efficiently and safely perform the work that each Task Order identifies. The necessary miscellaneous tools, consumables and supplies, such as but not limited to, hard hats, safety shoes, safety vest, hammers, shovels, and cell phones are “tools of the trade” and will not be reimbursed separately.

**M. Report Identification Requirements**

Consultant-prepared reports shall not contain any references to the firm’s name, including logos, acknowledgements, or credits. The Consultant may utilize an internal filing number or other methodology while a document is in its draft stages and when distribution of a document is internal to the Department’s Division of Environmental Analysis. When the Consultant distributes a draft document beyond the Department’s Division of Environmental Analysis, the Consultant shall remove all reference numbers, other than the Department’s alpha-numeric system, prior to distribution. All copyright interests shall be assigned to the California Department of Transportation.