

**STANDARD AGREEMENT**

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 02/13/13

AGREEMENT NUMBER

44A0053

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

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

CONSULTANT'S NAME

CALTROP Corporation (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 03/01/2013 or upon Caltrans approval, whichever is later, through 02/29/2016.

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

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

Exhibit A – Scope Of Work and Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (GTC 610)	1 Page
Exhibit D – Special Terms And Conditions	23 Pages
Exhibit E – Additional Provisions	4 Pages
Attachment 1 – Scope Of Work	21 Pages
Attachment 2 – Cost Proposal	20 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – Std. 840 / GSPD-05-105 – (DVBE information forms)	5 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")**

*California Department of General Services  
Use Only*

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

CALTROP Corporation

BY (Authorized Signature)

DATE SIGNED (Do not type)



3/1/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Alex Hashtroudi, General Manager

ADDRESS

9337 Milliken Avenue  
Rancho Cucamonga, CA 91730

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)

DATE SIGNED (Do not type)



3/5/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Liz Salinas, Branch Chief

ADDRESS

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

Exempt per: PCC 10430 (d)

RECEIVED  
MAY 10 2013  
10:00 AM  
REGISTRATION

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed Statewide.
- C. This Agreement will commence on March 1, 2013 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on February 29, 2016. The services shall be provided during working hours, Monday through Friday, except holidays or as stipulated in Task Order(s). The parties may amend this Agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Jim Douglas	Consultant Contract Manager: Javier Galindo
District/Division: Project Management/MS#28	Office/Branch:
Address: 1120 N Street Sacramento, CA 95816	Address: 9337 Milliken Avenue Cucamonga, CA 91730.
Phone: 916-416-7810	Phone: 619-787-7393
Fax: 707-937-3550	Fax: 619-235-9229
e-mail: jim_douglas@dot.ca.gov	e-mail: jgalindo@caltrop.com

E. Work Guarantee

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

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

F. Licenses and Permits

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

II. TASK ORDER

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

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.

- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order revisions require written approval by the Consultant and Caltrans.
- I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

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

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

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

II. COMPENSATION AND PAYMENT

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

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the “Caltrans Travel Guide, Consultant/Contractors Travel Policy.” See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>.
- D. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
  2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.
  3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- E. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by the State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- F. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.

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

DEPARTMENT OF TRANSPORTATION  
District 44/Project Management  
Office of Statewide Project Management Improvement/MS#28  
1120 N street, Sacramento, CA 95816

- I. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

- J. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- K. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$3,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- L. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- M. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- N. Caltrans, at its sole discretion, may review and/or audit and approve either the CPA ICR documentation or the Consultant's in-house developed rate if the Consultant has not commissioned or prepared CPA ICR documentation at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- O. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
  - 1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

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

III. COST PRINCIPLES

- A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

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

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

Indemnification

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

II. DISPUTES

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

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

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

- 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 precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

- C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XVII. INSURANCE

- A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better.
- B. Required Coverages and Limits:
  - 1. Workers Compensation (statutory) and Employers Liability Insurance:
    - \$1,000,000 for bodily injury for each accident
    - \$1,000,000 policy limit for bodily injury by disease
    - \$1,000,000 for each employee for bodily injury by disease

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If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 products completed operations aggregate

\$2,000,000 general aggregate

The policy's general aggregate shall apply separately to the consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

5. Professional Liability insurance with limits no less than:

\$1,000,000 per claim

\$2,000,000 in the aggregate

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

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

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

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

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

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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

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

A. Ownership of Work Product and Rights

1. Ownership of Work Product

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

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

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans' request, the Consultant's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery

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

B. Inventions

1. Vesting of Patent Rights

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

2. Agency

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

3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

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

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Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

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

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

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make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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

XXI. CONFIDENTIALITY OF DATA

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

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under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.

- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. STANDARD OF CARE

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

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.

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XXV. DEBARMENT AND SUSPENSION CERTIFICATION

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

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.

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- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant and subconsultants shall not compete for nor be awarded a contract for the provision of any services, procurement of goods or supplies, or any other action, which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 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 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,

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

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

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

XXIX. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (Dec. 2007)

A. Definition

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

B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:

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

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

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

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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 F  
PREVAILING WAGE REQUIREMENTS

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

A. The Consultant has complied with the requirements of Public Contract Code Section 10115 et. seq. The DVBE participation commitment for this Agreement is 9 percent of the Agreement amount. Participation by DVBE Prime and Subconsultants shall be in accordance with the information contained in the Bidder/Proposer DVBE information Form STD 840 attached to and made a part hereof.

B. Substitutions of DVBE's

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

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

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

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PREVAILING WAGE REQUIREMENTS

- 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,

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PREVAILING WAGE REQUIREMENTS

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

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

II. SUBCONSULTANTS

- A. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

EXHIBIT F  
PREVAILING WAGE REQUIREMENTS

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

**Scope of Work/Deliverables**  
Project and Program Management Services  
On-Call

**A. Project Description**

**1. Purpose of Work**

- a. The Consultant shall perform professional and technical services required for Project Management, Project Scheduling, Project Coordination, Program Management and Expert Project Management Services on an “on-call” basis to support the development and construction of proposed Department of Transportation facilities in Headquarters and Districts 1,2,3,5,6,9 and 12. The Caltrans Contract Manager shall assign specific projects to the Consultant through the issuance of Task Orders.
- b. The Task Orders may include, but not be limited to Project Management, Project Scheduling, Project Coordination, Program Management and Expert Project Management incidental to the “Required Services” described below.
- c. The Consultant shall provide qualified on-call Project Management, Project Scheduling, Project Coordination, Program Management and Expert Project Management services in an accurate and timely manner for the California Department of Transportation (Caltrans) as detailed in executed Task Orders.

**2. Location of Work**

The specific location of the work to be performed will be stated in each Task Order.

**B. Description of Required Services**

**1. Required Services**

The Consultant shall perform professional and technical services required for Project Management, Project Scheduling, Project Coordination, Program Management and Expert Project Management Services on an “on-call” basis to support the development and construction of proposed Department of Transportation facilities in Headquarters and Districts 1,2,3,5,6,9 and 12.

Work shall not be performed on any project that is in the Planning Phase (K-Phase) listed under the Work Breakdown Structure (WBS) 150 series.

Caltrans Contract Manager shall assign specific tasks to the Consultant through the issuance of Task Orders. Task Orders may include, but are not limited to, the following Work Breakdown Structure (WBS) services and products. The standard

Caltrans Project Management WBS is on the Internet at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm> . Below are summaries of selected WBS tasks:

**100.10 Project Management – Project Approval and Environmental Document (PA&ED) Component**

Includes the management of the PA&ED component from initiation through completion. The services provided include the initiation, planning, execution, control and closeout of the PA&ED component.

**100.10.05 PA&ED Component Initiation and Planning**

Includes Project Management Plan with changes made during Project Initiation Document (PID) component and with added detail for PA&ED Component, including the following project component sub-tasks:

- Establish Project ID (expenditure authorization, formerly EA) for the PA&ED component
- Develop charter for the PA&ED component. In most cases the PID may serve as the charter for the PA&ED component.
- Update records in project management database systems(s) (PRSM, PMCS) for PA&ED component.
- Update the workplan (resource schedule) for the PA&ED component. Includes the project's scope, cost, and schedule elements.
- Update the Quality Management Plan for the PA&ED component.
- Update the Communication Management Plan for the PA&ED component.
- Update the Resource Management Plan (staff procurement) for the PA&ED component.
- Work agreements for staff resources for the PA&ED component
- Scope of work for procurement of Architectural and Engineering contracts/agreements for the PA&ED component.

**100.10.10 PA&ED Component Execution and Control**

Includes the process of coordinating people and other resources to carry out the plan and ensuring that the PA&ED component objectives are being met by monitoring progress and taking corrective action when necessary.

Sub-tasks include:

- Status project. Includes the entire status process from reporting work results to updating databases. Includes updating and revising workplan during PA&ED component execution.
- Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
- Quality assurance/quality control.
- Updating the Quality Management Plan.
- Updating the Communication Management Plan.
- Updating the Risk Management Plan.

#### **100.10.15 PA&ED Component Close Out**

Includes the process of formally bringing the PA&ED component to an end.

Sub-tasks include:

- Finalize any contracts or agreements that are completed.
- Sponsor, team, and stakeholder evaluations of the PA&ED component
- Document lessons learned from the PA&ED component.
- PA&ED component close out report.
- Close PA&ED component in PRSM

#### **100.10.20 Project Shelving (PA&ED)**

Includes all efforts related to bringing a project and its associated files, designs, and other materials to neat closure at any point prior to full completion/closeout of the PA&ED phase.

#### **100.10.25 Project Un-shelving (PA&ED)**

Includes all efforts related to reinitiating PA&ED phase efforts for a project that was previously shelved prior to full completion/close out of the PA&ED phase.

#### **100.10.30 Updated Administrative Record during PA&ED**

Includes all efforts related to preparing or updating the Administrative Record for a project during the PA&ED phase

### **100.10.35 Executed Cooperative Agreement for PA&ED Process**

Includes all work involved in preparing and obtaining approval of cooperative agreements during the environmental process. Includes projects which are 100% Caltrans funded, jointly funded, locally funded, local sales tax measure funded, privately funded, and reimbursed. This task includes cooperative agreements that cover multiple phases which may begin with, but may not be limited to, the environmental phase. PA&ED covered work includes WBS tasks 160, 165, 175, 180, and 205.

Sub-tasks include:

- Cooperative Agreement Report, if required.
- Assign Cooperative Agreement Number.
- Prepare Draft.
- Obtain reviews.
- Incorporate changes.
- Prepare transmittal memo.
- Execute Cooperative Agreement.
- Prepare and execute amendments.

### **100.10.99 Executed Other Project Management PS&ED Products**

Includes all other work during the Project Management PA&ED process not defined or covered in other 100.10 elements.

### **100.15 Project Management – Plans, Specifications & Estimate Component**

Includes the management of the PS&E component from initiation through completion. The services provided include the initiation, planning, execution, control and close-out of the PS&E component.

#### **100.15.05 PS&E Component Initiation and Planning**

Includes the update of the Project Management Plan with changes made during earlier components and with added detail for the remaining project components.

Sub-tasks include:

- Establish the Project ID (formerly EA) for the PS&E Phase.
- Develop the charter for the PS&E component. In most cases the approved environmental document and/or the project report may serve as the charter for the PS&E component.

- Update records in project management database system(s) (PRSM, PMCS) for the PS&E component.
- Update the workplan (resourced schedule) for the PS&E component. Includes the project's scope, cost, and schedule elements.
- Update the Quality Management Plan for the PS&E component.
- Update the Risk Management Plan for the PS&E component.
- Update the Resource Management Plan (staff and procurement) for the PS&E component.
- Complete work agreements for staff resources for the PS&E component.
- Develop the scope of work for procurement of A&E contracts/agreements for the PS&E component.

#### **100.15.10 PS&E Component Execution and Control**

Includes the process of coordinating people and other resources to carry out the plan and ensure that the PS&E component objectives are being met by monitoring progress and taking corrective action when necessary.

Sub-tasks include:

- Status the project(s). Includes the entire status process from reporting work results to updating databases. Includes updating and revising the workplan during PS&E component execution.
- Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
- Quality assurance/quality control.
- Updating Quality Management Plan.
- Updating Risk Management Plan.

#### **100.15.15 PS&E Component Close Out**

Includes the process to formally bring the PS&E component to an end.

Sub-tasks include:

- Finalize any contracts or agreements that are completed.
- Collect sponsor, team, and stakeholder evaluations of the PS&E Component.

- Document lessons learned from the PS&E component.
- PS&E component close out report.
- Close PS&E Component.

**100.15.20 Project Shelving (PS&E)**

Includes all efforts related to bringing a project and its associated files, designs, and other materials to neat closure at any point prior to full completion/closeout of the PS&E phase.

**100.15.25 Project Unshelving (PS&E)**

Includes all efforts related to reinitiating PS&E phase efforts for a project that was previously shelved prior to full completion/close out of the PS&E phase.

**100.15.30 Updated Administrative Record during PS&E**

Includes all efforts related to preparing or updating the Administrative Record for a project during the PS&E phase.

**100.15.35 Executed Cooperative Agreement for PS&E Process**

Includes all work involved in preparing and obtaining approval of cooperative agreements during the PS&E process. Includes projects which are 100% Caltrans funded, jointly funded, locally funded, funded with local sales tax measure, privately funded, and projects funded as reimbursed work. This task includes cooperative agreements that cover multiple phases which may begin with, but may not be limited to, the PS&E phase. Included in this activity would be Highway Improvement Agreements. (PS&E – Construction, Design – Right of Way, and PS&E – Right of Way-Construction) PS&E work covered includes WBS tasks in 185, 205, 230, 235, 240, 250, 255, 260, and 265.

**100.15.99 Other Project Management PS&E Products**

Includes all other work during the Project Management PS&E process, not defined or covered in other 100.15 elements.

**100.20 Project Management – Construction Component**

Includes the management of the Construction component from initiation through completion. The services provided include the initiation, planning, execution, control, and close out of the Construction component.

### **100.20.05 Construction Component Initiation and Planning**

Includes the process of formally recognizing that the project should continue into the Construction component and the process of updating the plan to guide the execution and control of the component. This plan should cover the Construction component in detail.

Sub-tasks include:

- Establish the Project ID for the Construction Component
- Develop the charter for the Construction component. In most cases the construction contract and Resident Engineer's file may serve as the charter for the Construction component.
- Update the records in project management database systems (PRSM, PMCS) for the Construction component.
- Update the workplan (resourced schedule) for the Construction component. Includes the project's scope, cost, and schedule elements.
- Update the Quality Management Plan for the Construction component.
- Update the Communication Management Plan for the Construction component.
- Update the Risk Management Plan for the Construction component.
- Update the Resource Management Plan (staff and procurement) for the Construction component.
- Work agreements for staff resources for the Construction component.
- Update the scope of work for the procurement for A&E contracts/agreements for the Construction component.

### **100.20.10 Construction Component Execution and Control**

Includes the process of coordinating people and other resources to carry out the plan and ensuring that the Construction component objectives are being met by monitoring progress and taking corrective action when necessary.

Sub-tasks include:

- Status the project. Includes the entire status process from reporting work results to updating databases. Includes updating and revising workplan during Construction component execution.

- Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
- Quality assurance/quality control.
- Updating the Quality Management Plan.
- Updating the Communication Management Plan.
- Updating the Risk Management Plan.

#### **100.20.15 Construction Component Close Out**

Includes the process of formally bringing the construction component to an end.

Sub-tasks include:

- Finalize any contracts or agreements that are completed.
- Conduct Close-out Meeting with Project Development Team.
- Collect sponsor, team, and stakeholder evaluations of the project.
- Document lessons learned for the project.
- Project close out report.
- Archive project files.
- The project is complete and the Project ID can be closed out when the Construction component, Right of Way component (including excess property disposal), post-construction Environmental mitigation, and any other necessary actions are finished.

#### **100.20.20 Project Shelving (Construction)**

Includes all efforts related to bringing a project and its associated files, designs, and other materials to neat closure at any point prior to full completion/closeout of the construction phase.

#### **100.20.25 Project Unshelving (Construction)**

Includes all efforts related to reinitiating the Construction phase efforts for a project that was previously shelved prior to full completion of the Construction phase.

#### **100.20.30 Updated Administrative Record during Construction**

Includes all efforts related to preparing or updating the Administrative Record for a project during the Construction phase.

### **100.20.35 Executed Cooperative Agreement for Construction**

Includes all work involved in preparing and obtaining approval of cooperative-type agreements to be able to begin a construction contract. This task includes cooperative agreements which cover multiple phases which may begin with, but may not be limited to, the Construction phase. Construction work covered includes WBS tasks in 270, 275, 285, 290, and 295.

Sub-tasks include:

- Cooperative Agreement Report.
- Cooperative Agreements for Construction and Construction Engineering.
- Interagency Agreements.
- Joint Power Agreements.
- Escrow Agreements.
- Contribution Agreements.
- Memorandum of Understanding.
- Preparation of a Draft Cooperative Agreement.
- Review of a Draft Cooperative Agreement.
- Preparation and Execution of a Final Cooperative Agreement.

### **100.20.99 Other Project Management Construction Products**

Includes all other work, during the Project Management Construction process not defined or covered in other 100.20 elements.

### **100.25 Project Management – Right of Way Component**

Includes the management of the Right of Way (R/W) component from initiation through completion. The services provided include the initiation, planning, execution, control, and close out of the Right of Way component.

#### **100.25.05 Right of Way Component Initiation and Planning**

Includes the process of formally recognizing that the project should continue into the Right of Way component and the process of updating the plan to guide the execution and control of the component. This plan should cover the Right of Way component in detail.

Sub-tasks include:

- Updated Quality Management Plan.
- Updated Communication Management Plan.

- Updated Risk Management Plan.

#### **100.25.10 Right of Way Component Execution and Control**

Includes the process of coordinating people and other resources to carry out the plan and ensure that the Right of Way component objectives are being met by monitoring progress and taking corrective action when necessary.

Sub-tasks include:

- Status the project. Includes the entire status process from reporting work results to updating databases. Includes updating and revising the workplan during Right of Way component execution.
- Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
- Updating Quality Management Plan.
- Updating Communication Management Plan.
- Updating Risk Management Plan.

#### **100.25.15 Right of Way Component Close Out**

Includes the process of formally bringing the Right of Way component to an end.

End Products include:

- Cooperative Agreement close-out.
- Lessons Learned.
- Archived records.
- Phase '2', '9', 'H', and 'R' Project ID Suspension.
- The project is complete and the Project ID can be closed out when the Construction component, the Right of Way component (including excess property disposal,) post-construction Environmental mitigation, and other necessary actions are finished.

### **C. Personnel**

The Consultant will, throughout the life of the contract, retain within its firm, or through Sub-Consultants, a staff of people qualified to perform project and program management services described in this Contract and all work specified in a Task Order.

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

Caltrans Contract Manager's prior written approval is required for any substitutions or alterations to the Consultant's originally proposed staff and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced.

1. Consultant's Contract Manager – The Consultant's Contract Manager will coordinate the Consultant's operations under this Contract with Caltrans Contract Manager in cooperation with Caltrans Task Order Manager. The Consultant's Contract Manager:
  - a. Registration as a Civil Engineer in the State of California is required.
  - b. Certification as a Project Management Professional (PMP) from Project Management Institute (PMI) **or** other equivalent Project Management certification is desirable.
  - c. Shall have at least five (5) years experience, as a Project Manager (**Project Development Team leader who manages multi-disciplinary resources across all phases of the project**), delivering highway projects.
  - d. Shall be responsible to coordinate all contract management matters primarily with the Caltrans Contract Manager. Final approval of contract management matters will be by the District Deputy Director for Program and Project Management, which will be secured by Caltrans' Contract Manager. The Consultant Contract Manager is responsible for all matters related to contract including:
    - Maintaining project files.
    - Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
    - Implementing and maintaining quality control procedures to manage conflicts and insure product accuracy and identify critical reviews and milestones.
    - Overseeing that all safety measures are in place.
    - Providing invoices in a timely matter and provide monthly contract expenditures.
  - e. Shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours via cell phone.
  - f. Shall be responsible for all matters related to the Consultant's personnel including:

- Reviewing, monitoring, training, and directing the Consultant's personnel.
  - Assigning personnel to complete the required Task Order work as specified.
  - Administering personnel actions.
  - Compliance with all Caltrans policies.
2. Each Consultant employee assigned as a Project Manager(s) to manage projects:
- a. Shall have at least five (5) years experience delivering highway projects  
**AND**
- EITHER**
- I) One (1) year experience as a Project Manager (Project Development Team leader who manages multi-disciplinary resources across all phases of the project).
- OR**
- II) Five (5) years of experience as a Project Engineer in responsible charge of delivering highway projects.
- a. May be required to work full time, which is 40 hours per week (8 hours a day). Overtime must be pre-approved by the Caltrans Contract Manager.
- b. May be required to work on-site in the Caltrans District building during State building business hours which is 8:00 am - 5:00 pm.
- c. Registration as a Civil Engineer in the State of California is desirable.
- Certification as a PMP from PMI **or** other equivalent Project Management certification is desirable.
3. Each Consultant employee assigned as a Project Management Specialist(s):
- a. Shall have experience and expertise in Risk Management, Earned Value Management, and Resource Loaded Critical Path Method Scheduling.
- b. At least one (1) specialist shall be a certified expert user of the Open Workbench scheduling software from CA Clarity.
- c. May be required to work on-site in the Caltrans District building as required.
- d. Experience as a Project Manager is desirable.
- e. Registration as a Civil Engineer in the State of California is desirable.

- f. Experience managing or delivering highway projects is desirable.
4. Each Consultant employee assigned as a Program/Project Management Support staff:
- a. May be required to be available to work on-site in the Caltrans District building.
  - b. Program/Project Management experience is desirable.
  - c. Experience managing or delivering highway projects is desirable.
  - d. Certification as a PMP from PMI **or** other equivalent Project Management certification is desirable.
  - e. Registration as a Civil Engineer in the State of California is desirable.
5. Each Consultant employee assigned as a Subject Matter Expert shall be a recognized expert in the field in which he or she is consulting. Assisting the FHWA and other review agencies to review documents requires prior experience doing the particular type of review.

**D. Equipment Requirements**

Office Equipment and Supplies (Consultant's Office) - The Consultant shall have adequate office equipment and supplies to complete the required work. Such equipment and supplies shall include, but are not be limited to, computers, printers, plotters, and calculators.

**E. Additional Requirements**

**1. General Standards**

- a. All services required herein shall be performed in accordance with Caltrans' regulations, policies, procedures, manuals and standards.
- b. All work shall be performed in accordance with current Caltrans manuals, Project Management Handbook and Project Management Directives at the following website <http://caltrans-opac.ca.gov/publicat.htm>. Work not covered by Caltrans published standards shall be performed in accordance with the generally accepted principles of project management, as described in "A Guide to the Project Management Body of Knowledge" published by the Project Management Institute (PMI) at the following website: <http://www.pmi.org/>

- c. The Caltrans Contract Manager, in cooperation with the District Division Chief for Program and Project Management, shall resolve all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this scope of work.
- d. All work shall be performed in accordance with the highest project management standards in the industry. The minimum standard of all deliverables shall be that of the highest professional standards in project management industry.

## **2. Availability and Work Hours**

- a. Unless specified in each Task Order, the Consultant shall begin the required work within three (3) working day(s) after receiving a fully executed Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed to Caltrans satisfaction.
- b. Work shall not be performed when conditions prevent a safe and efficient operation.
- c. The Consultant Contract Manager shall be accessible to Caltrans Contract Manager and Caltrans Task Order Manager at all times during normal Caltrans working hours.
- d. Unless otherwise specified in the Task Order or directed by Caltrans Contract Manager and Caltrans Task Order Manager, the normal workday will be Monday through Friday, from 8 a.m. to 5 p.m. and the normal workweek will consist of 40 hours.
- e. If ordered by Caltrans Contract Manager and Caltrans Task Order Manager, overtime for the Consultant's employees may be required. The overtime shall be pre-approved by Caltrans Contract Manager and Caltrans Task Order Manager. Overtime will be worked only when directed in writing by Caltrans Contract Manager and Caltrans Task Order Manager and specifically required by the Task Order.

## **3. Safety**

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

- a. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- b. The Consultant's personnel shall comply with all safety provisions of the Caltrans Safety and Traffic Manuals.

- c. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's personnel shall wear white hard hats, hard soled boots, eye protection, and approved safety vests at all times while working in the field.
- d. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all Consultant's field personnel, including training required for working on and near highways.
- e. Fieldwork shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.

#### **4. Manuals, Documents, and Websites**

The following manuals, documents, and links to Internet sites are also referenced in association with project and program management services. The list is not all-inclusive, but is intended to illustrate reference material and sources of information.

- a. CALTRANS Internet Home Webpage  
<http://www.dot.ca.gov/>
- b. CALTRANS Manuals Internet Webpage  
<http://www.dot.ca.gov/manuals.htm>
- c. CALTRANS Publications Internet Webpage  
<http://caltrans-opac.ca.gov/publicat.htm>
- d. CALTRANS Highway Design Manual  
<http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm>
- e. CALTRANS Traffic Manual and MUTCD 2003 Supplement  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>
- f. CALTRANS Project Development Procedures Manual  
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>
- g. CALTRANS CADD Users Manual  
<http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm>
- h. CALTRANS Safety Manual  
[http://www.dot.ca.gov/hq/opo/safety/safetymanual\\_toc.htm](http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm)

The Publications staff can be reached at (916) 263-0822, and the center is located at the following address:

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

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

- ii. Caltrans's manuals, guidelines, and standards are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.

**F. Materials to be Provided by Caltrans**

Caltrans will provide the Consultant any materials specified to be provided by Caltrans in each Task Order including access to all its Manuals, Project Management Handbook, and Project Management Directives.

**G. Materials to be Provided by the Consultant**

The Consultant is expected to have a copy of the current version of the Project Management Body of Knowledge (PMBOK) published by the Project Management Institute during their assignment. Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work.

**H. Orientation Provided by Caltrans**

Caltrans may provide orientation regarding Contract and Task Order requirements for each Task Order as necessary. The orientation will consist of instructions on Caltrans procedures, practices, and requirements for the specific work to be performed. The Consultant will perform the work in conformance with the Contract requirements specified in the executed Task Order.

**I. Work Product Approval to be Performed by Caltrans**

**1. Schedule of Performance**

This is a three (3) year contract. Task Orders will be issued and executed during the three (3) years of this contract. Task Orders must be completed in the last one (1) year. Contract may be amended only to complete open Task Orders.

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

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

## **2. Work Product Approval**

- a. The Consultant shall only perform work that is authorized and described in a written Task Order (“TO”) that is signed by both Caltrans and the Consultant.
- b. The Consultant shall maintain a complete project file for each TO performed under the Agreement. This file shall be made available to the Caltrans Contract Manager or designees during normal work hours and shall be transferred to Caltrans upon completion of work under the TO.
- c. The Consultant shall carry out instructions as received from the Caltrans' Contract Manager or designee(s) and shall cooperate with the State, Federal Highway Administration (FHWA) and any other contractors working on the project.
- d. Caltrans will retain responsibility for all final consultation, both informal and formal, with local, state and federal agencies regarding biological resource regulatory issues. The Consultant shall assist Caltrans in such consultation as specified in each TO and as directed by the Caltrans' Contract Manager.
- e. The Consultant shall assist Caltrans in obtaining necessary approvals and permits. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications and track the status of permit applications, as specified in each TO.
- f. All work shall be performed in conformance with all applicable occupational health and safety standards and rules established by the State of California, the U.S. Government, and safety instructions issued by Caltrans in the performance of TO work.
- g. The Caltrans Contract Manager may designate a Project Coordinator to manage a specific TO.
- h. The Caltrans Contract Manager, in cooperation with the Project Coordinator, shall decide all questions which may arise as to the quality or acceptability of deliverables and work performed for the resultant agreement.

## **3. Personnel Approval**

Resumes containing the qualifications and experience of the Consultant's personnel shall be submitted to the Caltrans Contract Manager for review prior to assignment on the projects. If in the opinion of the Caltrans Contract Manager, an individual lacks adequate experience, the Consultant's employee may be rejected.

The Caltrans Contract Manager will have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If at any time,

the level of performance is below expectations, Caltrans may release the Consultant's personnel and request a qualified replacement.

#### **4. Task Orders (TO)**

- a. The Consultant shall begin the required work within five (5) working days after receiving a fully executed TO unless otherwise specified in the TO. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
- b. Unless otherwise specified in the TO or directed by the Caltrans Contract Manager, the normal work week shall consist of forty (40) hours. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans Contract Manager or specifically required by the TO, and will only be paid to persons covered by the Fair Labor Standards Act.
- c. All personnel to be used in the TO shall be those identified in the Consultant's Cost Proposal.

#### **5. Reports and/or Meetings**

- a. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for Caltrans Contract Manager and Caltrans Task Order 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 and the related costs and expenses by the Consultant's and Sub-Consultants' personnel by use of the California Department of Transportation's Work Breakdown Structure (WBS) level element(s):  
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

Consistent with the "Deliverables" Section, progress reports will set forth a schedule of milestones (including tollgate milestones), the current status of progress toward each milestone (i.e. on schedule, out of schedule with correction in place, or out of schedule with no current correction), and a schedule of deliverables.

- c. When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. The progress reports shall include actual DBE and

UDBE participation on a monthly and cumulative basis.

- d. The Consultant's Contract Manager shall meet with Caltrans Contract Manager as needed to discuss progress on the Agreement.
- e. The Consultant shall be responsible for drafting of the minutes of the meetings and submit them to Caltrans Contact Manager within one (1) week of the meeting.
- f. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.
- g. Consultant shall be available, on two (2) days notice, to meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Department meetings, to attend public meetings (day and evening) where an expert is required; to participate in any public hearings necessary for the Project; and to provide technical expertise on an as-needed basis.
- h. Caltrans will retain responsibility for all final consultation, both informal and formal, with State and Federal resource and regulatory agencies regarding issues. Consultant will be available (within 2 working days notice) to participate in such consultations at the request of Caltrans. Should specific permits or agreements be required, the Consultant may prepare appropriate information.

## **6. Personnel and Performance Requirements**

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

## **7. Consultant's Project Manager**

The Consultant shall furnish or act as Project Manager to coordinate the Consultant's operations under the Agreement with the Caltrans' Contract Manager. The Project Manager shall be accessible to the Caltrans' Contract Manager at all times during normal State working hours. The Project Manager shall be responsible for all matters related to the Consultant's personnel and operations, including (i) reviewing, monitoring, training, and directing the Consultant's personnel, (ii) assigning qualified personnel to perform the required TO work, and (iii) administering personnel actions.

## **8. Task Order Manager**

For each TO, the Consultant shall furnish or act as TO Manager to coordinate the Consultants TO operations with the Caltrans Contract Manager and Project Coordinator. The TO Manager shall be accessible to the Caltrans Contract Manager and Project Coordinator at all times during Caltrans normal working hours that the TO work is underway.

## **J. Deliverables**

The Consultant has total responsibility for the accuracy and completeness of the deliverables prepared by the Consultant or their sub-consultants for projects and shall check all such material accordingly. Caltrans will provide review of the Consultant's deliverables for conformity with the requirements in the Task Order. However, reviews by Caltrans do NOT include review or checking of quantitative calculations or the accuracy with which such impacts or results are concluded in the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or its sub-consultants shall not incorporate in deliverables any materials or equipment of single or sole source origin without written approval of by an authorized representative of Caltrans.

1. Unless otherwise specified in the Task Order, the deliverables shall also conform to the requirements specified in Exhibit A.
2. If the Consultant fails to submit the required deliverable items set forth in Exhibit A, Caltrans shall have the right to withhold payment, and/or terminate this Agreement in accordance with the provisions specified herein.
3. All work described in this contract will be performed under Task Orders corresponding to Paragraph I "Work Product Approval to be Performed by Caltrans" or Exhibit A or as directed by Caltrans' Contract Manager.

## **K. Conflict Of Interest**

Project Manager(s) as an individual or the Consultant firm will not be allowed to provide any A&E services or bid on the non-A&E construction contract on projects for which the Project Manager or Consultant firm is assigned as the Project Manager. Furthermore, the Project Manager and the Consultant firm must disclose any financial or business interest the Project Manager, Consultant or any sub-consultants may have: 1) for projects listed in the Statement of Work, or, 2) prior to their project assignment(s) if it was not previously disclosed in the SOQ.

For the Project Manager position on any project, neither the Consultant, any sub-consultants, nor their subsidiaries shall have a contract with Caltrans for other A&E or non-A&E construction services for that project. Neither the Consultant, any sub-consultants, nor their subsidiaries shall submit bids or otherwise compete for future work on any project

where the Consultant, any sub-consultant or their subsidiaries acted in the role of Project Manager. This provision shall survive the expiration of this Contract.