STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (rev 9/01)
Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 08/06/08

Department Of Transportation

AGREEMENT NUMBER	REGISTRATION NUMBER
59A0668	

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 "the Department")

CONSULTANT'S NAME
URS Corporation dba URS Corporation Americas (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from October 31, 2008 through October 30, 2015.

3. The maximum amount of this Agreement is: $5,000,000.00 Five 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	5 Pages
Exhibit C – General Terms And Conditions 307 (GTC 307)	1 Page
Exhibit D – Special Terms And Conditions	21 Pages
Exhibit E – Additional Provisions	4 Pages
Exhibit F – Prevailing Wage Requirements	6 Pages
Attachment 1 – Scope of Work	23 Pages
Attachment 2 – Cost Proposal	41 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – ADM 0227F DBE Participation Form	2 Pages

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

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

CONTRACTOR (herein referred to as "the Consultant")

CONSULTANT'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
URS Corporation dba URS Corporation Americas

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
1380 Lead Hill Boulevard, Ste. 100
Roseville, CA 95661

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Liz Salinas, Contract Officer

ADDRESS
Division of Procurement and Contracts, MS #65
1727 30th Street
Sacramento, CA 95816

California Department of General Services Use Only

☒ Exempt per: PCC 10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

A. The work to be performed under this Agreement is described in Attachment 1.

B. The services shall be performed in the Department's Districts 1,2, 3 & 4.

C. This Agreement will commence on the start date October 31, 2008 as presented herein or upon approval by the Department, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Department. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Department's Contract Manager. This Agreement shall expire on October 30, 2015. The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.

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

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Imad Abu-Markhieh	Project Manager: Walt LaFranchi
District/Division: Division of Engineering Services	Office/Branch: Roseville
Address: 1801 30th Street, MS#9-5/6G	Address: 1380 Lead Hill Blvd., Ste. 100
Sacramento, CA 95816	Roseville, CA 95661
Phone: 916-227-1190	Phone: 916-784-3900
Fax: 916-227-8924	Fax: 916-784-0211
e-mail: Imad_Abu-Markhieh@dot.ca.gov	e-mail: walt_lafranchi@urscorp.com

E. Work Guarantee

Department of Transportation 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), the Department 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 the Department, the Department will prepare a draft Task Order, less the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Department of Transportation 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 the Department and the Consultant. If the Department and Consultant are unable to reach agreement, the Department may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.

D. A Task Order is of no force or effect until returned to the Department and signed by an authorized representative of the Department. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Department.

E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by the Department and notification to proceed has been issued by the Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.

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 the Department 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 the Department.

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 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 Department of Transportation's Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

C. The Consultant's Project Manager shall meet with the Department's 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 the Department 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. The Department has the option to terminate the Agreement under the 30-day cancellation clause.

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, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this agreement.

B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.

C. Consultant shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

D. A mistake, inadvertence, or neglect by the Consultant in failing to pay the correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against the Department on the Agreement.

E. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See http://www.dot.ca.gov/hq/asc/travel/ch12.htm.

F. 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, the Department 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 the Department 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.

G. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.

H. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Department's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Department's Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.

I. Invoices shall be submitted showing the Department of Transportation 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 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. The Department shall not pay disputed portions of invoices.

J. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

K. 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 the Department must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Department's Contract Manager or Consultant Service Unit at the following address:

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BUDGET DETAIL AND PAYMENT PROVISIONS

DEPARTMENT OF TRANSPORTATION
Division of Engineering Services, OSCM
1801 30th Street
Sacramento, CA 95816
Attn: Imad Abu-Markhieh's, Contract Manager, MS# 9 5/6G

L. The final project invoice shall state the final cost and all credits due the Department. The final invoice should be submitted within 60 calendar days after completion of the services.

M. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

N. The total amount payable by the Department, for all Task Orders resulting from this Agreement, shall not exceed $5,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Department 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.

O. 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.

P. Attachment 2, Cost Proposal, is subject to a post award audit and concurrence review of the ICR. Attachment 2 shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations or ICR review. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the Department's sole discretion. Refusal by the Consultant to incorporate the interim audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

III. COST PRINCIPLES

A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.

B. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the Department.

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.

IV. CONTINGENT FEE

The Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the Department has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 307, 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 – 307 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless the Department, 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 the Department for any expenditure, including reasonable attorney fees, incurred by the Department 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 Department's Contract Manager.

C. There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Department's Contract Manager. If the Consultant obtains approval from the Department's 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, other than audit, 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 Contract Manager and the Departmental Contract Officer who may consider written or verbal information submitted by the Consultant.

B. Any dispute, other than audit, not resolved by the committee consisting of the Contract Manager and Departmental Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate (PS&E) and all work under the Agreement, the Consultant may request review by the CCRC of unresolved claims or disputes. The request for review will be submitted in writing through the Departmental 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 the Department.

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 307.

A. The Department reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon thirty (30) calendar days written notice to the Consultant if terminated for the convenience of the Department.

B. The Department 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, the Department may proceed with the work in any manner deemed proper by the Department. All costs to the Department shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

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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 the Department, 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 days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of the Department, the Consultant shall prepare and submit to the 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 the Department, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

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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 thirty (30) calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over $500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

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IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

X. AUDIT REVIEW PROCEDURES UNDER EARLY TERMINATION

Audit review procedures shall be in accordance with Exhibit D, Audit Review Procedures, section XIV below.

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

The Consultant agrees to release the Department 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).

XII. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 307.

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

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implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See the last three pages of this Exhibit D.)

C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.

D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XIII. RETENTION OF RECORD/AUDITS

A. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the Department 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. The Department, 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

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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.

XIV. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director of Audits & Investigation (Chairperson); Deputy Director of Project Delivery; the Director of Legal Services or their designated alternates; and two (2) representatives from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.

B. Not later than 30 days after issuance of an interim or final audit report, the Consultant may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

C. Neither the pendency of a dispute nor its consideration by Department will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

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XV. 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 Department's Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.

C. Any subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

D. Contractor shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.

E. Any substitution of subconsultants must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute subconsultant.

XVI. EQUIPMENT PURCHASE

A. Prior authorization in writing by the 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.

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B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding $500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other 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 the Department on request by the Department.

D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Department.

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.

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XVII. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit the Department 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.

XVIII. 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, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT D
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XIX. INSURANCE

A. Types and Amount of Coverage

1. Workers Compensation and Employers Liability Insurance in accordance with statutory requirements.

2. General Liability insurance in an amount not less the $1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

3. For products-completed operations a $2,000,000.00 aggregate shall be provided.

4. A general aggregate of $2,000,000.00 shall be provided which shall apply separately to the Consultant's work under this Agreement.

5. Automobile liability coverage of not less than $1,000,000.00 per accident.

6. A $5,000,000.00 umbrella or excess liability shall include products liability completed operations 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.

7. Professional Liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

B. The insurance above shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds for the Department to terminate this Agreement for cause, in addition to any other remedies the Department may have available. 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 completion of its performance under this Agreement.

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SPECIAL TERMS AND CONDITIONS

C. The Certificates of Insurance shall provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Department.

2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned and only for the General Liability and Automobile Liability coverage required in Exhibit D, section XIX, paragraph B., items 2 and 5 above.

D. The Department will not be responsible for any premiums or assessments on the policy.

E. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to the Department 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.

XX. DAMAGES DUE TO ERRORS AND OMISSIONS

A. Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for Department costs resulting from errors or deficiencies in designs furnished under its Agreement.

B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.

C. Department's contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Department's interest. The

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contracting officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XXI. 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 the Department and no further agreement will be necessary to transfer ownership to the Department. The Consultant shall furnish the Department 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 the Department 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 the Department 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.

XXII. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

A. If claims are filed by the Department's 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

EXHIBIT D
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make its personnel available for consultation with the Department's 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 the Department considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Department. 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 the Department's 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.

XXIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department 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 the Department 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 the Department's actions on the same, except to the Department's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

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D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Department and receipt of the Department's 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 the Department.

F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXIV. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by the Department of Transportation. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by the Department.

XXV. 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.

XXVI. 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;

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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 the Department of Transportation. 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.

XXVII. CONFLICT OF INTEREST

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

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

C. The Consultant hereby certifies that neither the Consultant nor any firm affiliated with the Consultant will bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

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SPECIAL TERMS AND CONDITIONS

D. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.

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

XXVIII. 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 Department agency employee. For breach or violation of this warranty, the Department 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.

XXIX. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed $100,000.00, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A

I. COMPLIANCE WITH REGULATIONS

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

II. NON-DISCRIMINATION

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

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

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

IV. INFORMATION AND REPORTS

The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

V. SANCTIONS FOR NONCOMPLIANCE

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

A. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or

B. Cancellation, termination or suspension of the Agreement, in whole or in part.

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant or procurement as the State Department of Transportation or

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any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT E
ADDITIONAL PROVISIONS

I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

A. This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Agreement will assist the state in meeting its federally mandated statewide overall DBE goal.

B. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds. The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

C. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts.

D. The ADM-0227f, DBE Participation form is attached as Attachment 4 and incorporated as part of this Agreement.

E. The Consultant should notify the Department's Contract Manager, in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this section.

EXHIBIT E
ADDITIONAL PROVISIONS

II. PERFORMANCE OF DBE CONSULTANTS, AND OTHER DBE SUBCONSULTANTS/SUPPLIERS

A. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

B. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, presume that it is not performing a commercially useful function.

III. EXCLUSION OF RETENTION

A. In conformance with 49 CFR, Part 26, Subpart B, Section 26.29 (b)(1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply. In conformance with PCC, Section 7200 (b), in subcontracts between the Consultant and a subconsultant and in subcontracts between a subcontractor and any subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC 7200 (c), shall not apply. At the option of the Consultant, subcontractors may be required to furnish payment and performance bonds issued by an admitted surety insurer.

B. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this section.

IV. DBE RECORDS

A. The Consultant shall maintain records of materials purchased and/or supplied from all subagreements entered into with certified DBEs. The records shall show the name and business address of each DBE or

EXHIBIT E
ADDITIONAL PROVISIONS

vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report- Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F, and certified correct by the Consultant or the Consultant's authorized representative, and shall be furnished to the Department's Contract Manager. The form shall be furnished to the Department's Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Final Report Utilization of Disadvantaged Business Enterprises (DBE) is submitted to the Department's Contract Manager.

V. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Department's Contract Manager within 30 days.

VI. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

EXHIBIT E
ADDITIONAL PROVISIONS

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

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease-agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

I. STATE PREVAILING WAGE RATES

A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Office. These wage rates are made a specific part of this Agreement by reference and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work whether performed at the construction sites or at remote locations.

B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov.

C. Payroll Records

1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty or perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.

   c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

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PREVAILING WAGE REQUIREMENTS

5. The Consultant shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Contract Manager.

E. Penalty

1. The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than fifty dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

   a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

   b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.

5. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If the Department determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.

F. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the State of California, twenty-five dollars ($25.00) for each worker employed in the execution of the Agreement by the Consultant or any Subconsultant under the Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40)

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hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

G. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds $30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements Penalties are specified in Labor Code Section 1777.7.

H. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

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A. DESCRIPTION OF REQUIRED SERVICES

The Consultant shall perform professional and technical engineering services to provide project development and construction support services for various structures for the California Department of Transportation (Caltrans). All work shall be performed in conformance with State policies, procedures and standards. The work will be performed on projects located within the boundaries of Caltrans Districts 1, 2, 3 and 4. Occasionally, it may become necessary, for a project to extend into an adjoining District/County line. The specific location of the work to be performed will be stated in each Task Order. Attached is a list of proposed projects for each District, however, this list is not exclusive.

District	EA	Co-Rte-PM	Description
01	47490	MEN-001-70.5	REPAIR STORM DAMAGE
01	47500	HUM-254-5.8	REPAIR STORM DAMAGE
01	36330	HUM-101-79.8	ROADWAY REHABILITATION
01	36600	HUM-101-79.8	UPGRADE 4-LANE FACILITY
01	3634V	DN -101-R4.4	ROADWAY REHAB AND GRADE RAISE
01	47690	DN-101-R4.0	REMOVE & RECONSTRUCT HINGES AT THE KLAMATH RIVER BRIDGE #01-0028
01	45090	HUM-169-13.6	INSTALL MBGR AT VARIOUS LOCATIONS
01	2981U	LAK-29-23.8	UPGRADE TO 4 LANE EXPRESSWAY
01	43640	DN-101-36.1	REPLACE BRIDGE AT SMITH RIVER BRIDGE #01-0200
01	2921U	MEN-101-8.8	4 LANE FREEWAY/EXPRESSWAY (THE RUSSIAN RIVER BRIDGE #10-82)
01	47440	HUM-89-R8.5	REPAIR STORM DAMAGE
02	32560	SHA-89-26.3	REPLACE BRIDGE & REALIGN RDWY
02	3C000	SHA-5-R15.0	CENTRAL INTERCHANGE COLLECTOR
02	2C990	TRI-3-68.5	BRIDGE REHAB OR REPLACE AT TRINITY RIVER BRIDGE NO. 5-28 AND AT MINNEHAHA CREEK BRIDGE (NO. 5-48).
02	37430	TRI-299-23.3	RAIL UPGRADE AND WIDEN AT BIG FRENCH CREEK BR #05-0008
02	36840	SHA-44-R3.6	IMPROVE CAPACITY
02	36070	SHA-299-30.3	ROADWAY REHABILITATION
02	27031	TRI-299-72.0	UPPER BUCKHORN REALIGNMENT
02	37070	TEH-5-R7.2	RECONSTRUCT INTERCHANGE AT VARIOUS LOCATIONS FROM KIRKWOOD ROAD OVERCROSSING TO GALLAGHER AVENUE OVERCROSSING
03	1C130	SAC-50-17.0	RAMP METERING AND WIDENING AT NATOMA OVERHEAD #24-120 (EASTBOUND ON-RAMP)

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03	3A042	BUT-99-R32.4	CONST N/B AUX LANE, WIDEN N/B RAMPS FROM ROUTE 99/32 SEPARATION TO EAST FIRST AVENUE UNDERCROSSING
03	1C120	SAC-50-R0.6	EASTBOUND RAMP METERING FROM STOCKTON BOULEVARD TO HAZEL/NIMBUS OVERCROSSING
03	2E040	ED-50-20.5	IMPROVE WILDLIFE CROSSINGS FROM PLACERVILLE TO TWIN BRIDGES
03	37150	SAC-99-35.4	CONSTRUCT INTERCHANGE(FULL SQUARE NEAR SACRAMENTO AT ELVERTA ROAD)
03	1E510	BUT-70-28.2	SEISMIC RETROFIT AT WEST BRANCH FEATHER RIVER BRIDGE #12-0134
03	2C990	SAC-5-26.7	RECONSTRUCT INTERCHANGE
03	1A790	PLA-80-33.3	REHAB AND WIDEN MAGRA OVERHEAD #19-28
03	1C080	NEV-89-0.1	WIDEN UNDERPASS AT DONNER CREEK UNDERPASS #17-16 (AKA MOUSEHOLE PROJECT)
03	0C281	COL-5-0.0	INSTALL CMS & CCTV AT VARIOUS LOCATIONS
03	3C760	ED-50-32.0	CULVERT REHABILITATION AT VARIOUS LOCATIONS
03	1C112	PLA-89-13.7	INSTALL INTELLIGENT TRANS SYS (ITS) AT VARIOUS LOCATIONS
03	3E030	SAC-80-2.6	UPGRADE MBGR END TREATMENTS AT VARIOUS LOCATIONS
03	2A690	NEV-49-9.7	WIDEN TO 4 LNS WITH CONT LEFT TURN
03	0C470	YOL-16-18.2	WIDEN SH & CONSTR LEFT TURN LANE MOSSY CREEK BRIDGE #22-90
03	35553	ED-50-16.4	MITIGATION PLANTING (PLACERVILLE UNDERCROSSING)
04	1A980	SCL-101-31.0	US 101 IMPROVEMENTS
04	0120M	ALA-80-1.0	COMPLETE EASTBOUND STRUCTURE
04	0A090	SOL-80-R24.9	LENGHTENING ON-RAMP AND WIDEN (ALAMO CREEK BRIDGE AND ALAMO WEST- BOUND ON-RAMP)
04	00297	ALA-L57-85OAK	REPLACE ADMIN BLDGS SAN FRANCISCO-OAKLAND BAY BRIDGE
04	04907	CC-80-13.9	REPLACE TIMBER FENDERS PIERS 2 & 3 AT CARQUINEZ BRIDGES
04	23561	SM-101-0.0	ADD AUX LANES BETWEEN THE EMBACADERO ROAD INTERCHANGE AND THE MARSH ROAD INTERCHANGE IN SAN MATEO COUNTY
04	22851	CC-4-26.0	WIDEN TO 8 LANES

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04	2A110	NAP-121-20.2	REPLACE BRIDGE (SCOUR) CAPELL CREEK BRIDGE #21-0009
04	29082	ALA-580-R8.2	CONSTRUCT I-580 WB HOV LANE,(GREENVILLE ROAD OVERHEAD TO SAN RAMON ROAD/ FOOTHILL ROAD INTERCHANGE)
04	0120T	SF-80-7.5	CONSTRUCT EB ONRAMP & OFFRAMP FROM 0.2KM WEST OF THE YBI TUNNEL TO 0.6KM EAST OF THE YBI TUNNEL, CONSTRUCT EB ONRAMP AND EB OFFRAMP TO AND FROM ROUTE 80.
04	29830	SCL-880-4.4	WIDEN FROM 6 TO 8 LANES FOR HOV
04	4S090	SM-1-13.2	
04	4A330	SCL-101-49.0	CONSTRUCT AUXILIARY LANES
04	28790	NAP-29-4.2	INTERSECTION IMPROVEMENTS
04	04100	SM-92-14.4	RESURFACE ORTHOTROPIC DECK SAN MATEO-HAYWARD BRIDGE BR #35-0054
04	23565	SM-101-1.7	RECONSTRUCT INTERCHANGE AT WILLOW ROAD INTERCHANGE
04	28600	ALA-680-M0.0	CONST NB HOV LANE, AUXILIARY LANES
04	2S610	SON-1-32.3	SLIDE REPAIR AND CULVERT
04	2A320	NAP-121-9.3	BRIDGE REPLACEMENT (SCOUR) AT SARCO CREEK BRIDGE #21-0008
04	1A290	SON-12-9.6	REPLACE BRIDGE FOR SCOUR AT LAGUNA DE SANTA ROSA BRIDGE NO. 20-0035
04	0R000	SM-35-5.3	
04	2332H	SCL-237-R5.3	WETLAND MITIGATION MONITORING
04	26960	CC-24-R0.1	ROADWAY REHABILITATION FROM THE CALDECOTT TUNNEL TO EL CURTOLA ROAD OVERCROSSING
04	2937U	MRN-101-5.8	WIDENING OFF RAMP IAT SOUTHBOUND OFFRAMP TO EAST BLITHEDALE AVENUE AT ROUTE 101 AND 131 SEPARATION
04	1123G	SM-1-36.5	WETLAND CREATION AND RESTORATION
04	2332F	SCL-237-R5.3	WETLAND MITIGATION
04	12620	ALA-580-R33.5	CONSTRUCT SOUNDWALL
04	1A500	SM-VAR-VAR	UPGRADE EXISTING ATTENUATORS ON VARIOUS ROUTES AND VARIOUS LOCATIONS
04	17240	ALA-84-21.0	REALIGN CURVES AND SHOULDERS
04	0A130	SCL-85-R22.0	PLANTING AND IRRIGATION VARIOUS LOCATIONS
04	0T10U	SOL-12-7.9	REHABILITATE ROADWAY AND WIDENING
04	0060C	CC-680-23.9	REPLACEMENT PLANTING

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04	0A180	SON-101-7.5	WIDEN AND IMPROVE FREEWAY FOR HOV
04	12965	SON-101-13.9	WIDEN FROM 4 TO 6 LANES FOR HOV FROM ROHNERT PARK EXPRESSWAY OVERCROSSING TO SANTA ROSA AVENUE OVERCROSSING
04	0120N	ALA-80-1.0	CONSTRUCT ELECTRICAL CONNECTIONS
04	29226	ALA-80-2.5	CONSTRUCT BIKEWAY
04	28420	ALA-580-R41.7	CONSTRUCT SOUNDWALL
04	20940	NAP-121-6.1	REPLACE BRIDGE AT TULUCAY CREEK BRIDGE NO 21-0003
04	17440	ALA-84-12.1	REALIGN & IMPROVE SIGHT DISTANCE
04	22859	CC-4-23.5	WIDEN FROM 4-8 LANES & RECONSTRUCT
04	26410	NAP-12-0.0	WIDEN 2-LANE CONV HWY TO 4-LANE
04	0A102	SON-101-21.7	MODIFICATIONS ON US 101
04	24543	SON-101-19.5	LANDSCAPING
04	29490	ALA-24-R5.3	CONSTRUCT TUNNEL-4TH BORE ON ROUTE 24 AT THE CALDECOTT TUNNELS
04	3A920	ALA-880-22.6	EXTEND EXISTING HOV LANE
04	13157	SON-116-27.8	ROADWAY REHABILITATION
04	16030	ALA-84-13.0	REPLACE BRIDGE AT THE ALAMEDA CREEK BRIDGE (BRIDGE #33-36)
04	26400	MRN-101-18.6	WIDEN 4-LANE EXPWY TO 6-LANE FRWY FROM ROUTE 101/37 SEPARATION TO NORTH OF CORONA ROAD OVERCROSSING
04	2537A	ALA-680-R0.0	WIDEN FREEWAY, CONSTRUCT AUXILIARY LANE
04	1123H	SM-1-38.0	MITIGATION AT DISPOSAL SITE
04	25620	ALA-80-4.2	MODIFY INTERCHANGE AT THE ROUTE 80/ASHBY AVENUE (ROUTE 13) INTERCHANGE
04	28120	NAP-29-5.3	CONSTRUCT SOUTHBOUND FLYOVER AT THE INTERSECTION OF ROUTES 29/12 AND ROUTE 221

The agreement shall have a seven (7) year duration. Task Orders for Project Development related items can be issued within the first thirty six (36) months of contract execution. During the remainder of the agreement period, new task orders will be limited to design support of construction and to allow completion of work previously started.

The Consultant will provide only minor incidental geotechnical services such as investigation of existing information (library search), performing engineering reviews of field investigations reports or reviewing data by others. The

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Consultant maybe required to perform soil structure interaction analysis when directed by the Contract Manager.

Geological field work, including but not limited to, land slides, lateral spreading or any other work requiring extensive geological investigation or geotechnical engineering is excluded from the scope of this contract.

1. Specific work will be assigned to the Consultant through issuance of Task Orders from the State Contract Manager. Tasks Orders may include, but not be limited to the following work items: planning studies, structural analysis, reports, Plans, Specifications and Estimate (PS&E), and design support during construction. Work and types of structures will include, but not be limited to: new highway and railroad bridges, widening of existing bridges, seismic retrofit of existing bridges, earth retaining structures, underground structures, soundwalls, culverts and overhead sign structures.

2. Consultant shall carry out the instructions received from the State Contract Manager and shall cooperate with the State, other involved agencies, and other Consultants.

3. It is not the intent of the foregoing paragraph to relieve the Consultant of professional or legal responsibility during the performance of this contract. In those instances where the Consultant believes a better solution is possible, the Consultant shall promptly notify the State Contract Manager of these concerns, together with reasons thereof.

4. The Consultant has total responsibility for the accuracy and completeness of planning studies, plans, related designs, specifications, and estimates prepared and shall check all such materials accordingly. The State will provide cursory reviews of the Consultant's submittals for conformity with the requirements of this contract. Reviews by the State do NOT include detailed review of the work products, checking of design, or the accuracy of the plans. The responsibility for accuracy and completeness of all items remains solely that of Consultant.

5. Consultant or its subconsultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the State.

6. The planning studies, reports, plans, designs, specifications, estimates, calculations, and other documents furnished under this contract shall be of a quality acceptable to the State Contract Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the maker and checker identified. The minimum standard of appearance, organization, and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals.

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All work shall be made available to the State at milestones specified in the Task Order schedule and upon request by the State Contract Manager.

7. The Consultant shall have a Quality Assurance/Quality Control (QA/QC) Plan in effect during the entire time work is being performed under this contract and it shall be submitted for approval within fifteen working days of Notice to Proceed. The QA/QC Plan shall establish a process whereby plans are independently checked, corrected, and back checked. In addition, the QA/QC plan shall establish a system whereby all job related correspondence and memorandums are dated when received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to assure that conflicts do not exist. The QA/QC Plan shall contain provisions for the development of appropriate "check lists" which shall be delivered to the State Contract Manager with the QA/QC plan and updated as required. The State Contract Manager will periodically request evidence that the QA/QC Plan is functioning. All plans, calculations, documents and other items submitted to the State Contract Manager for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

8. All elements of the Project will be considered for Value Engineering studies by the Consultant. To this end, the Consultant shall examine the various design elements and submit an informal written statement or memorandum addressing those elements where it appears significant savings or other advantages may be realized. The statement shall be sufficiently informative to enable the State Contract Manager to determine whether to undertake a detailed Value Engineering Study or possibly initiate immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

9. The Consultant shall, throughout the life of the contract, retain within Consultant's firm, or through qualified subconsultants, sufficient qualified staff to perform each of the tasks.

10. Consultant shall, upon completion of the PS&E expedite process, provide documentation of all aspects of the contract which shall include, but not be limited to: all calculations, correspondence and other project documents, and shall be sorted according to Work Breakdown Structure (WBS) and provided in a PDF format.

B. SCOPE OF WORK

1. The Consultant shall provide professional Architectural and Engineering (A&E) Services and perform project development tasks to complete preliminary studies, design analysis, and Plans, Specifications and

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Estimate (PS&E) for a variety of structure types. These types of structures may include, but are not limited to: highway bridges, railroad bridges, earth retaining structures, underground structures, soundwalls, and overhead sign structures.

2. The instructions contained in this "Scope of Work" will take precedence over any conflicting instructions found in Caltrans Design Manuals.

3. Work will be prepared in either English standard units or Metric units using the International System of Units (SI) as required by the Task Order.

4. Structural calculations shall conform with either Load Factor Design (LFD) or Load and Resistance Factor Design (LRFD) as required by the Task Order.

5. Any software developed, licensed or purchased by the Consultant or subconsultant for performing design or other engineering services under this contract shall be made available to the State (for review of consultant performed work) upon request.

6. Work performed under this contract shall be within the constraints of Task Orders.

   a. The Task Orders will contain the specific statement of work to be performed under that Task Order. The Task Orders will also include the project milestones to be achieved in addition to any other milestones needed to assure timely performance and fiscal responsibility.
   b. All Task Orders will be negotiated between the State Contract Manager and Consultant's Project Manager.
   c. Consultant shall submit a cost proposal for each Task Order to the State Contract Manager for review. The cost proposal shall include, at a minimum, the following information: The names of the individuals proposed for work on this task, the individuals classifications, the duties the individual will perform along with the Caltrans activity codes for such duties, the estimated hours of each individual under each duty or activity, the wage rates for each individual, and estimate of allowable direct costs other than labor, an estimate DBE utilization under this task, and a summation of total cost proposed for the task.
   d. Other information may be required at the request of the State Contract Manager.

7. The scope of this work may include, but not limited to, any portion or any number of the following items:

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a. Structures Advance Planning Studies (APS): Efforts require preparing or updating Structures Advance Planning Study (APS).

1) Review district and structures information.
2) Perform preliminary hydraulic analysis and prepare a Structures Preliminary Hydraulics Report (PHR).
3) Review Preliminary Geology Report (PGR).
4) Prepare Advance Planning Study (APS).
5) Prepare other engineering studies.

b. Foundation Plan

1) Review district submitted Bridge Site Submittal (BSS) and associated information for completeness.
2) Perform Field Investigation – Perform site surveys as necessary to determine existing conditions and topography. Establish or verify construction controls.
3) Prepare Preliminary Investigation Report. This task includes coordinating requests for photographs and descriptions of the work site conditions; processing the BSS, site and topographic data in preparation of foundation plan creation.

c. Hydraulics Report. This task includes all tasks needed in the generation of a Hydraulic Report for use by the Design Engineer to prepare the Structure Plan sheets.

d. Draft General Plan (GP). This task includes all efforts required to develop, review, approve, and distribute draft Structures General Plans. The Preliminary Plan Approval process is part of this task and generally includes Type Selection Meetings, Seismic Retrofit Strategy Meetings, and/or review of all structure related facilities as required. Approved preliminary plans are the approved General Plans, and any additional preliminary plans for any other miscellaneous structures as required. The activities include, but are not limited to:

1) Prepare Preliminary Design, including design criteria.
2) Prepare Preliminary Plan Sheets.
3) Prepare Preliminary Quantities.
4) Prepare Preliminary Estimates.
5) Prepare Preliminary Specifications.
6) Prepare Type Selection Report or Seismic Retrofit Strategy Report.
7) Perform a Constructability Review (CR) of project General Plans.
8) Conduct Type Selection Meeting or Seismic Retrofit Strategy Meeting.
9) Update General Plans and General Plan Estimate.

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10) Obtain Preliminary Plan Approval.
11) Distribute approved General Plans to stakeholders.

e. Draft Structure Plans. This task includes all efforts required to prepare Draft Structure Plans and Quantities (P&Q). The final product is a draft set of designed, detailed, and checked structural plans along with checked quantity calculations for identified contract bid items. The activities include, are not limited to:

1) Prepare Structure Plan Sheets.
2) Perform an independent structural analysis.
3) Check the Design and Plan Sheets.
4) Perform a Constructability Review (CR) of Unchecked Details.
5) Prepare draft Quantities.
6) Perform an independent check of the draft Quantities.
7) Prepare Memorandum to Specification Engineer.
8) Update Type Selection Report or Seismic Retrofit Strategy Report.
9) Transmit P&Q package to Structure Office Engineer.

f. Draft Structures Special Provisions and Cost Estimate. This task includes efforts required to prepare the draft Structures Plans, Specifications, and Estimate (SPS&E). The final product is a draft set of Structural Plans, Structure Special Provisions, and Structure Cost Estimate. The activities include, but are not limited to:

1) Review of the Structure Plans and Quantities.
2) Review Memorandum to Specification Engineer/Cost Estimator.
3) Generate Structure Contract Item List.
4) Prepare draft Special Provisions.
5) Prepare cost estimate for Structure Contract Items and working day summary.
6) Review Draft SPS&E package by functional units
7) Transmit draft SPS&E package to District Office Engineer.

g. Project Review. This task includes the final Project review of the draft SPS&E package by applicable members of the project development team including, but not limited to: Design Engineer, Engineering Geologist, Hydraulic Engineer, Specifications Engineer, and the Construction Engineer. Activities include, but are not limited to:

1) Review of draft SPS&E package.
2) Final review of Hydraulic Report, Foundation Report, and any other project specific reports.
3) Final review and updating of the Structure Type Selection Report or the Seismic Retrofit Strategy Report.

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4) Constructability Review of all final documents.
5) Concurrence by the project development team that recommendations have been properly incorporated into the final SPS&E.

h. Final Structure Plans. This task includes efforts required to prepare final Structures Plans for incorporation into the final SPS&E package. The activities include, but are not limited to:

1) Update plan sheets based on final Project Review (95% Constructability Review)
2) Review and incorporate District and Structure Office Engineer comments into Final Structure Plans and Quantity calculations.
3) Update Memorandum to Specification Engineer and other items for RE Pending File.
4) Update Type Selection Report or Seismic Strategy Report.

i Final Structure Special Provisions and Cost Estimate. This task includes efforts required to prepare the final Structure Special Provisions and Cost Estimate. The activities include, but are not limited to:

1) Update specifications based on final Project Review (95% Constructability Review)
2) Transmit final SPS&E package to Contract Manager.

j. Design Support for Advertisement Bidding process and procedures will be the responsibility of the State. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the State Contract Manager for resolution. In the event that any items requiring interpretation of the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant, for decision by the State, as to the proper procedure required. Corrective action taken will either be in the form of an addendum prepared by the Consultant and issued by the State, or by a covering change order after the award to the construction contract.

k. Design Support for Construction

1) All design construction support work will be coordinated with the State Contract Manager.
2) Consultant shall furnish all necessary drawings for corrections and change orders required by errors and omissions of Consultant at Consultant's cost. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to State for duplication and distribution.

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3) Consultant will receive written notification of the award of a construction contract from the State Contract Manager. Upon such notification, Consultant will proceed with the services required by this contract.
4) Consultant may be required to attend the pre-construction meeting with the successful construction contractor upon notification by the State.
5) Consultant shall review all submittals and shop plan drawings as required to support the construction contract. Consultant shall complete shop plan reviews within two (2) calendar weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
6) Cost Reduction Incentive Proposals (CRIP) Review. The Consultant shall review and recommend approval for design adequacy, constructability, contract compliance, estimate of cost savings, potential impacts to the environment, conformity with permit requirements, any necessary specification changes or additions, etc. of a Contractor's submitted CRIP.
7) Consultant shall be available to clarify and/or resolve discrepancies in the contract documents as requested by the State. Consultant shall bring to the attention of the State Contract Manager any defects or deficiencies in the work by the State's construction contractor that the Consultant observes. Consultant shall have no authority to issue instructions on behalf of the State, or to deputize another to do so. All agreements shall be between the State and its construction contractor. Nothing stated herein shall be construed or implied that the Consultant is providing construction management or inspection services for the State on the work covered in this contract.
8) These provisions shall not be construed as making the Consultant responsible for failure of the State's construction contractor to carry out the work in accordance with the contract documents nor the construction means, methods, techniques, sequences, procedures, or safety programs in connection with the work.
9) Consultant shall (using marked prints from the State's Resident Engineer) prepare and deliver to the State the final As-Built plans as directed by the State Contract Manager.

I. Specialty engineering work, such as, but not limited to: advanced structural design, advanced hydraulic analysis and advanced Finite Element Modeling (FEM).

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C. COORDINATION

1. Coordination with the State, other consultants and other involved agencies will be required to achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of work under this contract. Coordination may include, but not be limited to, coordination with Caltrans, local agencies, the U.S. Army Corps of Engineers, and other agencies.

2. The State Contract Manager will decide the manner in which the coordination with others will be undertaken. At the State Contract Manager's option, they may be performed by the Consultant's direct contact, by the Consultant acting through the State, or by the State only. When coordination efforts require agreements, such agreements shall be coordinated through the State.

3. For contract work on property not owned or controlled by the State, all permits, agreements, and permissions will be obtained by the State in advance of Consultant's activities, however;

   a. The Consultant shall not enter upon property or facilities not owned by the State without prior permission or permit obtained through the State.
   b. The Consultant shall notify the State, in writing, at least two weeks in advance of their need to enter upon said property or facility to perform work.
   c. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's activities.
   d. The Consultant shall comply will all requirements set forth by the State Contract Manager and the requirements set forth by the Local Agency in the permission, permit, or agreement.

D. WORK TO BE PERFORMED BY THE STATE AND/OR OTHER CONSULTANTS

1. Preparation of Roadway PS&E
2. Preparation of Right of Way Plans
3. Preparation and execution of all utility agreements
4. Preparation and processing of requests to the Caltrans Encroachment Committee for exceptions to policy.
5. All public involvement and distribution of public information
6. Advertising and award process for construction contracts
7. Agreements with other agencies or entities
8. Construction contract execution
9. Resolution of all construction claims
10. Structures Preliminary Geotechnical Reports (SPGR)
11. Preliminary Foundation Reports

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12. Foundation Reports including Log of Test Borings (LOTB)
13. Foundation Review portion of the Project Review

E. PLANNING STUDIES, REPORTS AND PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

1. Consultant will be required to perform planning studies, structural analysis, structural design, and detailed contract plans for the approved strategy, reports, (including but not limited to final strategy report and final hydraulics report), construction specification, cost estimates, and provide design support to construction.

2. Structure Design and Plans

   a. Planning studies and construction details for each design shall be prepared on Caltrans format plan sheets. Blank reproducible sample plan sheets will be provided. Upon request, the State Contract Manager will supply the Consultant with the requested standard drawings as shown in the Bridge Standard Details Sheets. These standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.

   b. Electronic files of construction details shall be submitted on State format electronic plan sheets as Microstation (.dgn) files, with the associated I-Plot (.i) files, compatible with the latest Microstation version used by Caltrans as specified in the following link:

      http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm

      The file format must adhere to the current Caltrans CADD standards as defined in the CADD Users Manual Section 4.1. Electronic plan files shall be submitted to the State Contract Manager on CD-ROM format and shall conform to the Caltrans CADD User's Manual. Caltrans Standard Plans, Structures Standard Details, Plans Preparation Manual, CADD User's Manual, Customized Microstation files, seed files, color tables, text font libraries, cell libraries and I-Plot setup files may be found at the following location:

      http://www.dot.ca.gov/hq/esc/oe/project_plans/Projectplansindex.htm

   c. Each plan sheet, prepared for preliminary milestones, shall bear the State of California Registered Professional Engineer registration seal with the name, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan.

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d. Each final plan sheet, prepared for "Expedite", shall bear the State of California Registered Professional Engineer registration seal with the name, signature, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan.

e. Each plan sheet shall be signed by the registered Engineer who prepared the design.

f. Each design shall be independently checked by a qualified engineer who is registered in the State of California. Each plan sheet shall be signed by the engineer who performed the independent design check.

g. The calculation for both the design and the independent design check shall be submitted as part of the PS&E submittal requirements. The respective calculations shall bear the State of California Registered Professional Engineer registration certificate expiration date of the design engineer and independent check engineer.

h. Electronic files for all structural details and calculations shall be submitted at the end of contract when requested by the State Contract Manager.

i. All electronic software(s) developed, database generated, spreadsheet and intellectual properties developed for use on this work, during the life of this contract, shall become the properties of the State of California.

3. Contract Specifications

a. Upon request, the State Contract Manager will supply the Consultant with Standard Special Provisions (SSP's) on microcomputer disks formatted in Microsoft Word, Version 4.0 for Macintosh computers.

b. The Consultant shall edit the SSP's and prepare Contract Special Provisions specific to the project which will be incorporated into State's final PS&E. The Contract Special Provisions shall be prepared in accordance with both the "Caltrans RTL Guide" and the "Contract Special Provisions" located in Section 4-6 of the OSFP "Information and Procedures Guide".

c. The Contract Special Provisions, prepared for all preliminary milestones, shall bear the State of California Registered Professional Engineer registration seal with the name, license number and registration certificate expiration date of the Engineer who prepared them or the engineer under whose direction they were prepared.

d. The final Contract Special Provisions, prepared for "Expedite", shall bear the State of California Registered Professional Engineer

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registration seal with the name, signature, license number and registration certificate expiration date of the Engineer who prepared them or the engineer under whose direction they were prepared.

e. A list of contract pay items with item descriptions and item codes, but without quantity values, shall be included in the front of the Contract Special Provisions.

4. Structure Estimate

a. Upon request the State Contract Manager will supply the Consultant with a list of normally used contract pay items. The Consultant shall prepare quantity calculations for items that are applicable to this project.

b. Quantities for all contract pay items shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field inspectors during construction.

c. All quantity calculations shall be independently checked and substantiated with independent calculations.

d. The State will place the contract quantities on the contract plans.

5. Manuals

a. The following documents shall be used in the production of work for this Contract. The documents listed may not be all inclusive.

1) The current version of AASHTO LRFD Bridge Design Specifications with Interims as amended by Caltrans
2) Caltrans Highway Design Manual
3) Bridge Design Details
4) Bridge Design Aids
5) Bridge Memo to Designers
6) Standard Plans
7) Standard Specifications
8) Ready to List Guide
9) Office of Special Funded Projects - Information and Procedures Guide
10) Plans Preparation Manual
11) Caltrans CADD User's Manual
12) Bridge Standard Detail Sheets
13) Drafting and Plans, Manual
14) Standard Special Provisions

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15) Pump Plant Design Manual
16) Bridge Detail Decals
17) Formatted Bridge Plan Sheets
18) Caltrans Maintenance Station Design Manual
19) Caltrans Pump Plant Design Manual
20) Uniform Building Code (UBC) - including all State of California Amendments
21) Title 24, Part 2, California Code of Regulations (CCR)
22) Uniform Plumbing Code (UPC)
23) Uniform Mechanical Code (UMC)
24) National Electric Code (NEC)
25) Americans with Disabilities Act (ADA) of 1990

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

c. The documents numbered 1 through 12 are available from Caltrans Publications Distribution Center. Some documents may be available from the Caltrans Internet web site: http://caltrans-opac.ca.gov/publicat.htm. If requested by the Consultant, the Department will provide necessary assistance in locating the listed documents.

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

State of California
Department of Transportation
Publications Distribution Center
1900 Royal Oaks Drive
Sacramento, CA 95815
Telephone: (916) 445-3520

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

F. SUBMITTALS

1. Consultant will provide design services for the project in close liaison with State. State will exercise review and approval functions through the State Contract Manager at key milestones in the PS&E development process. Milestone reviews will be performed by the State for the specific products and submittals listed in each Task Order. The State Contract Manager will conduct these reviews in addition to the project progress reports and meetings.

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2. If Consultant fails to submit the required submittal items set forth in this contract, the State has the right to withhold payment, and/or terminate this Agreement in accordance with the provisions set forth in the Agreement.

3. For regular and overnight mail, submittals shall be delivered to:

   Mailing address:

   CALTRANS
   Division of Engineering Services
   Office of Structure Contract Management
   1801 30th Street
   Sacramento, CA 95816
   Attn: Paul Cotter, Contract Manager MS#9-5/6G

4. Number of copies and when submittals shall be delivered as directed by the State Contract Manager; all submittals are to be accompanied by an electronic copy:

   a. Advance Planning Study Submittal
      1) Three (3) copies of Advance Planning Study (APS) transmittal package
      2) Three (3) copies of Preliminary Hydraulic Report

   b. Preliminary Investigation Report and Hydraulic Report Submittal
      1) Three (3) copies of the Preliminary Investigation Report
      2) Three (3) copies of the final Hydraulic Report

   c. Field Review Submittal
      1) Three (3) copies of the Field Review Report and support documents shall be submitted fifteen (15) working days after the completion of the field review.

   d. Structure Design – Strategy Submittal
      1) The culmination of preliminary design and analysis work will be the presentation by the Consultant of a "pre-strategy meeting" submittal, followed by technical discussions with appropriate personnel from the State and the Consultant at a "Strategy Meeting", followed by a joint meeting with other involved agencies if required. No further PS&E development, which is affected by this strategy meeting, shall be performed until written approval of the strategy meeting is received from the State Contract Manager.
      2) Three (3) copies of the proposed "strategy meeting submittal" shall be submitted for review one week prior to the strategy meeting. The results of the meeting will be summarized in

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minutes from the Consultant within one week following the meeting.

3) A draft of the Final Strategy Meeting Report shall be submitted by the Consultant, for approval by the State Contract Manager. Upon receipt of written approval of the "strategy" from the State Contract Manager, PS&E work dependent upon strategy approval shall immediately resume and be expedited to meet the schedule.
4) Within two weeks after receiving written approval of the proposed strategy submittal, the Consultant shall furnish the State Contract Manager with three (3) reduced (11" x 17") copies of the approved General Plans, Strategy Meeting Report, and construction cost update. These will be distributed for comments and any comments received and approved by the State Contract Manager, will be forwarded to the Consultant.

e. Structure Design - General Plan Submittal

1) Three (3) sets of prints of the preliminary General Plan(s) and associated details to be submitted one (1) week prior to Type Selection Meeting.
2) Three (3) copies of preliminary GP Estimate, quantities and quantity calculations submitted one (1) week prior to Type Selection Meeting.
3) Three (3) sets of prints of finalized General Plan(s) and associated details to be submitted two (2) weeks after Type Selection Meeting.
4) Three (3) copies of finalized GP Estimate, quantities and quantity calculations to be submitted two (2) weeks after Type Selection Meeting.

f. Structure Design – Unchecked Details Submittal

1) Three (3) sets of construction details in 11'' x 17" format
2) Three (3) copies of Contract Special Provisions item and Cost Estimate bid item list
3) Two (2) copies of stamped design calculations
4) One (1) set of electronic files of all construction details and LOTB's on CD-ROM format.

g. Structure Design – Plans and Quantities (P & Q) Submittal

1) Three (3) sets of construction details in 11" x 17 " format
2) Three (3) copies of the Draft Contract Special Provisions
3) Three (3) copies of the revised Cost Estimate bid item list and checked quantity calculations

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4) One (1) electronic copy of the Draft Contract Special Provisions and revised Cost Estimate bid item list on microcomputer diskette
5) One (1) copy of stamped design calculations
6) One (1) set of electronic files of all construction details and LOTB's on CD-ROM format.

h. Structure Design – Plans, Specifications, and Estimate (PS&E) Submittal

1) Three (3) sets of construction details in 11" x 17 " format
2) Three (3) copies of the Final Contract Special Provisions
3) Three (3) copies of the Cost Estimate and checked quantity calculations
4) Three (3) copies of the Working Day Schedule
5) Three (3) copies of the Material Information Handout
6) One (1) electronic copy of the Contract Special Provisions, Estimate, and Working Day Schedule on microcomputer diskette.
7) One (1) copy of stamped design calculations
8) One (1) set of electronic files of all construction details and LOTB's on CD-ROM format.

i. Expedite PS&E Submittal

1) Three (3) sets of signed construction details in 11" x 17 " format
2) Three (3) copies of the Final Contract Special Provisions
3) Three (3) copies of the Final Cost Estimate and checked quantity calculations
4) Three (3) copies of the Final Working Day Schedule
5) Three (3) copies of the Material Information Handou

6) One (1) electronic copy of the Final Contract Special Provisions, Final Cost Estimate, and Final Working Day Schedule on microcomputer diskette.
7) One (1) copy of stamped design calculations
8) Three (3) copies of the Resident Engineer Pending file
9) One (1) set of electronic files of all signed construction details and LOTB's on CD-ROM format.

The above submittals shall be delivered in accordance with the Project Milestone schedules in the Task Order.

G. MATERIALS TO BE FURNISHED BY THE STATE

Blank reproducible sample of DOS structure plan sheets, etc., existing Structure Data including the following preliminary list of items <u>if available:</u>

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1. Structure – Bridge
   a. As-Built Plans
   b. Maintenance Reports
2. Site Data
   a. Bridge
   b. Existing Utilities
3. Geology Information (if available)
   a. As-Built Log of Test Borings (LOTB) if available
   b. Preliminary Foundation Report
   c. Site Specific ARS Curves
   d. Footing or Pile Foundation Recommendations
   e. Final Foundation Report
   f. New LOTB
4. Highway Typical Sections
5. Highway Profiles and Superelevations
6. Alignments
7. Survey Control Data (if available)
8. Project Report
9. Pertinent Correspondence
10. Final Environmental Impact Report
11. Caltrans Standard pen tables, color table, and settings adjustment.

H. PERSONNEL REQUIREMENTS

1. Personnel

   a. The Consultant's personnel shall be capable of performing the types of project development and design engineering work described above in "Description of Required Services" with minimal instructions.

   b. Project Manager - The Consultant's Project Manager shall be a licensed registered Civil Engineer in the State of California. The Project Manager shall coordinate all project development and design engineering issues/matters with the State's Contract Manager. In addition to other specified responsibilities, the Project Manager shall be responsible for all matters related to the Consultant's personnel operations, including:

      1) Reviewing, monitoring, training and directing the Consultant's personnel.
      2) Assigning personnel to complete the required Task Order work as specified.
      3) Administering personnel actions.
      4) Tracking and providing written monthly progress reports that track percentage of work completed and budget expenditures to date linked to the various WBS activities.

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c. The Consultant staff (Engineers and Technicians) shall be experienced in the use of Caltrans CADD based Software MICROSTATION. This staff shall be experienced in working with English standard units as well as metric units.

d. The Consultant shall, throughout the life of the contract, retain within Consultant firm or through Subconsultant's a staff of people qualified to perform each of the tasks.

e. Project Engineers – The Consultant's Project Engineers shall be capable of assisting the Consultant Project Manager in all aspects of required engineering design work and shall be a licensed registered Civil Engineer in the State of California.

f. It is possible consultant will be asked from time to time to attend certain special training recommended by Caltrans Contract Manager. On these occasions, with the approval of the Contract Manager, the Consultant will be compensated for the training time only. All other cost or fees associated with the training, including any transportation costs, will be the consultant's responsibility.

2. Availability And Work Hours

a. Unless specifically stated in each Task Order, the Consultant shall begin the required work within five working days after receiving a fully executed Task Order and Notice to Proceed. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.

b. The Project Manager shall be accessible to the State Contract Manager at all times during normal working hours.

c. Unless otherwise specified in the Task Order or directed by the State Contract Manager, the normal workday will consist of Monday through Friday, form 8 a.m. to 5 p.m. and the normal workweek shall consist of 40 hours.

d. Overtime may be required. However, overtime shall be worked only when directed in writing by the State Contract Manager or specifically required by the Task Order.

e. Any product or deliverable not fully approved by the State Contract Manager bearing the signature of a Professional Engineer no longer employed by the Consultant, shall be replaced by another product or deliverable bearing the signature of a technically qualified and licensed replacement Professional Engineer. In such an eventuality, no additional time and/or cost

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will be allowed to the consultant without prior written approval of the State's Contract Manager. The responsible Professional Engineer signing technical reports, plans, components of the PS&E package, or any other deliverable requiring the signature of a licensed Professional Engineer, shall be currently employed by the Consultant or its subconsultants at the time of deliverable submittal and through the State's review and acceptance process. Professional Engineers who's signature appears on any technical document or deliverable that has not been fully approved by the State and who is no longer currently employed by the Consultant or its subconsultants shall be replaced by a qualified Professional Engineer. The Consultant is required to submit a written request and obtain the State Contract Manager's prior approval to changing Professional Engineering staff and work products. The Consultant is required to provide the State's Contract Manager with the technical qualifications of the replacement staff.

I. PERSON – HOUR ACCOUNTING AND WBS CODES

The Consultant must submit with each Task Order cost proposal, a person-hour breakdown budget in accordance with Caltrans Work Breakdown Structure (WBS) as shown below. A report will be developed from this breakdown to measure contract performance and progress.

1. WBS Codes

   a. Task Orders are based on Caltrans Work Breakdown Structure (WBS). The standard Caltrans WBS is on the Internet at: http://www.dot.ca.gov/hq/projmgmt/documents/wsg/workplan_standards_guide_9.1.pdf

   b. Examples of the WBS codes to be used for this contract include, but are not limited to, the following:

100	PROJECT MANAGEMENT
100.15	Project Management - PS&E Component
100.15.05	PS&E Component Initiation and Planning
100.15.10	PS&E Component Execution and Control
100.15.15	PS&E Component Close Out
160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT
160.05	Updated Project Information
160.10	Engineering Studies
240	DRAFT STRUCTURES PS&E
240.50	Overall Draft Structures PS&E
240.55	Foundation Plan
240.60	Hydraulics Report
240.65	Preliminary Foundation Reports

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240.75	Draft General Plans
240.85	Draft Structure Plans
240.90	Draft Structures Special Provisions and Cost Estimate
240.99	Other Draft Structures PS&E Products
250	FINAL STRUCTURES PS&E PACKAGE
250.50	Project Review
250.55	Final Structure Plans
260.60	Final Structure Special Provisions and Cost Estimate
275	STRUCTURE CONSTRUCTION ENGINEERING AND CONTRACT ADMINISTRATION
275.10	Office Administration Work for Structures
285	CONTRACT CHANGE ORDER ADMINISTRATION
285.10	Functional Support
290	RESOLVE CONTRACT CLAIMS
290.10	Prepare Supporting documentation
290.35	Provide Technical Support
295	ACCEPT CONTRACT, PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT
295.15	As-Built Plans

J. PROJECT PROGRESS

Progress review meetings shall be held periodically as determined by the Contract Manager. The progress review meetings are in addition to the formal reviews listed under "Submittals" above.

Each month, the Consultant shall submit a copy of the progress report to the Contract Manager. That report shall, at a minimum, include the number of hours worked by each of the consultant's and subconsultants personnel, the expenditure (dollar amount) to date, the percentage of the work completed and a synopsis of work performed.