STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (rev 9/01)
Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 11/13/14

Department Of Transportation

AGREEMENT NUMBER	REGISTRATION NUMBER
59A0905	

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

STATE AGENCY'S NAME
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME
Fall Creek Engineering, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from February 1, 2015 or upon Caltrans approval, whichever is later, through February 1, 2020.

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

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

Exhibit A – Scope Of Work And Deliverables	5	Pages
Exhibit B – Budget Detail And Payment Provisions	6	Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1	Page
Exhibit D – Special Terms And Conditions	26	Pages
Exhibit E – Additional Provisions	10	Pages
Attachment 1 – Scope Of Work	22	Pages
Attachment 2 – Cost Proposal	9	Pages
Attachment 3 – Sample Task Order Format	5	Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1	Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2	Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.ols.dgs.ca.gov/standard+language/default.htm.

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.)*
Fall Creek Engineering, Inc.

BY *(Authorized Signature)*
✍ [signature]

DATE SIGNED *(Do not type)*
2-6-15

PRINTED NAME AND TITLE OF PERSON SIGNING
Peter Haase, President, P.E.

ADDRESS
1525 Seabright Avenue
Santa Cruz, CA 95062

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation

BY *(Authorized Signature)*
✍ [signature]

DATE SIGNED *(Do not type)*
2/19/15

PRINTED NAME AND TITLE OF PERSON SIGNING
Phillip Rodriguez, Office Chief

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

The Consultant shall perform professional and technical architectural and engineering (A&E) services to provide project development, design, contract documents and construction support services for various specialized water systems for various transportation related structures for Caltrans.

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

B. The services shall be performed statewide.

C. CONFLICT OF INTEREST SUPPORT WORK

1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.

2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:

   a. The consultant contract covers the same District, but not the same geographic area as this Agreement;

   b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;

   c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.

D. This Agreement will commence on **February 1, 2015** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **February 1, 2020**. The services shall be provided during working hours, Monday through Friday, except holidays unless otherwise specified in a Task Order. The parties may amend this Agreement as permitted by law.

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

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Rachhpal Bagha	Consultant Contract Manager: Peter Haase
District/Division: Engineering Services/Office of Structures Contract Management, MS 9-5/12I	Office/Branch:
Address: 1801 30th Street	Address: 1525 Seabright Ave.
Sacramento, CA 95816	Santa Cruz, CA 95062
Phone: 916-227-4434	Phone: 831-426-9054
Fax: 916-227-9853	Fax: 831-426-4932
e-mail: paul.bagha@dot.ca.gov	e-mail: phaase@fallcreekengineering.com

F. Work Guarantee

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

G. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

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

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

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

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

E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

will be made for any work performed prior to approval or after the period of performance of the Task Order.

F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.

I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.

J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

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

B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.

E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

C. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.

1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.

2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the 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 Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.

D. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See http://www.dot.ca.gov/hq/asc/travel/ch12.htm. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

E. Progress payments:

1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.

2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.

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

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

H. Invoices shall be submitted showing the Caltrans WBS level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at http://www.dot.ca.gov/hq/projmgmt/guidance.htm. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.

I. The sample invoice format can be found at http://caltrans-opac.ca.gov/aeinfo.htm**.** Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
Attention: Rachhpal Bagha
Engineering Services/Structures Contract Management, MS 9-5/12I
1801 30th Street
Sacramento, CA 95816

J. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified time frames. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding, Caltrans will reduce the payment on the invoices in the amount of the loss.

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

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

M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed $500,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

N. 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.

O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.

P. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or the Consultant's and/or Subconsultants' in-house developed ICRs at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.

Q. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:

1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.

2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.

3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and

4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

R. At the discretion of Caltrans, the indirect cost rate(s) and related Independent CPA workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and the CPA's compliance with 48 CFR, Part 31 and related laws and regulations, compliance with Government Auditing Standards, and to determine if the audit report format is acceptable.

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

III. COST PRINCIPLES

A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.

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

C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.

D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2, Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.

B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.

C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.

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

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C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all deliverables necessary to complete the plans, specifications and estimate (PS&E) have been completed, the Consultant may request review by the CCRC of unresolved claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, any Subconsultant, and by extension, the Consultant's Independent CPA, or upon 30 calendar days written notice to the Consultant if terminated for the convenience of Caltrans.

B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

General Conditions

A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.

B. Within 30 calendar days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. A final revised cost proposal for all project-related costs for the revised termination date, and

2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

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VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XI. NON-DISCRIMINATION

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

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

B. 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.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

XII. RETENTION OF RECORD/AUDITS

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

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

XIII. SUBCONTRACTING

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible

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to the State for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.

B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant’s Cost Proposal.

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

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

E. Any substitution of Subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant.

XIV. EQUIPMENT PURCHASE

A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding $500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

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

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C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of $5,000.00 or more. In addition, theft-sensitive items of equipment costing less than $5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.

D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.

E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000.00 is credited to the project.

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

XV. INSPECTION OF WORK

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

XVI. SAFETY

A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District

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Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

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

XVII. INSURANCE

A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A– or better with a Financial Size Category of VI or better.

B. Required Coverages and Limits:

1. Workers Compensation (statutory) and Employers Liability Insurance:

   $1,000,000 for bodily injury for each accident

   $1,000,000 policy limit for bodily injury by disease

   $1,000,000 for each employee for bodily injury by disease

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

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

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

$1,000,000 per occurrence

$2,000,000 products completed operations aggregate

$2,000,000 general aggregate

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

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

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

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

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3. Automobile liability, including owned, non-owned and hired autos, with limits not less than $1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

4. A $1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

5. Professional Liability insurance with limits no less than:

   $1,000,000 per claim

   $2,000,000 in the aggregate

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

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

C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.

D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it

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

E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.

G. Caltrans will not be responsible for any premiums or assessments on the policy.

H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.

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

XVIII. DAMAGES DUE TO ERRORS AND OMISSIONS

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

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

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C. The Caltrans Contract Officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in Caltrans' interest. The Caltrans Contract Officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XIX. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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

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

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's

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Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

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

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans' request, the Consultant's Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant's Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless

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

2. Agency

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

3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XX. OWNERSHIP OF DATA

A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are

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intended for one-time use in the construction of the project for which this Agreement has been entered into.

C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

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

XXI. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.

C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

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

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XXII. CONFIDENTIALITY OF DATA

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

B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

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

E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.

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

XXIII. STANDARD OF CARE

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

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XXIV. EVALUATION OF CONSULTANT

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

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;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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XXVII. CONFLICT OF INTEREST

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

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

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

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

E. All consultant personnel are required to complete security and privacy awareness training each year. See http://itsecurity.dot.ca.gov/training.

F. 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 state agency employee. For breach or violation of this warranty,

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Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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.

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.

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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.

XXX. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCTS (Dec. 2007)

A. Definition

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

B. Code of Business Ethics and Conduct

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

   a. Have a written code of business ethics and conduct; and
   b. Provide a copy of the code to each employee engaged in performance of the contract.

2. The Consultant shall promote compliance with its code of business ethics and conduct.

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

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

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
   a. The Consultant's internal control system shall:
      (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
      (2) Ensure corrective measures are promptly instituted and carried out.

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b. For example, the Consultant's internal control system should provide for:

(1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.

(2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

(3) Internal and/or external audits, as appropriate; and

(4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph D, in subcontracts, except when the subcontract:

1. Is for the acquisition of a commercial item; or
2. Is performed entirely outside the United States.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

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

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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 procurement as the State Department of Transportation or 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

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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.

FM 94 1984M

EXHIBIT E
ADDITIONAL PROVISIONS

I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR DBE PARTICIPATION

A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.

B. A DBE is a firm that has been certified as a DBE as specified in 49 CFR 26. Only the participation of certified DBEs will count toward any contract goal.

C. The contract goal for DBE participation for this Agreement is twenty percent (20%). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.

D. Non-compliance by Consultant or Subconsultant(s) with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as Caltrans deems appropriate.

E. Consultant or Subconsultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.

II. SUBCONSULTANTS

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

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B. Any subcontract in excess of $25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants.

C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).

D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subconsultant.

III. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE SUBCONSULTANTS/SUPPLIERS

A. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a CUF 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

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determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) 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 CUF.

D. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E, attached, unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE Substitution."

E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.

IV. EXCLUSION OF RETENTION

A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.

B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant, Subconsultant(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.

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

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V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)

A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.

B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE Substitutions."

C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.

D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

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VI. DBE RECORDS

A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s). The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VII. DBE SUBSTITUTIONS

A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute Subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.

B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE Subconsultant to substitute for the original DBE Subconsultant. GFE shall be directed at finding another DBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE Subconsultant that was substituted or terminated to the extent needed to meet the contract goal for DBE participation established for the Agreement.

C. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.

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D. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:

1. Listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the terms and conditions for this Agreement or on the terms of such Subconsultant's or supplier's written proposal, is presented by Consultant.
2. Listed DBE becomes bankrupt or insolvent.
3. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
4. Consultant stipulated that a bond was a condition of executing subcontract and listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in substantial conformance with scope of work to be performed, or Subconsultant is substantially delaying or disrupting the progress of work.
6. When it would be in the best interest of the State.

E. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:

1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.
2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being

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substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
2. Give the listed Subconsultant five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

G. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

A. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.

B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

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IX. DBE ELIGIBILITY

A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

B. Credit for DBE Prime Consultants

Consultant, if a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE goal. 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.

2. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward the DBE goal. 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 paragraph.

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3. 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 paragraph.

4. Credit for materials or supplies purchased from a DBE that 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.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.

2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total

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value of the transportation services provided by the lessee, since these services are not provided by the DBE.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

X. TERMINATION OF DBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources; and

2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the original DBE Subconsultant with another DBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

SCOPE OF WORK/DELIVERABLES (Specialized Water Systems)

A. DESCRIPTION OF REQUIRED SERVICES

The Consultant shall perform professional and technical architectural and engineering (A&E) services to provide project development, design, contract documents and construction support services for various specialized water systems for various transportation related structures for the California Department of Transportation (Caltrans). All work shall be performed in conformance with Caltrans policies, procedures and standards.

1. Specific work will be assigned to the Consultant through issuance of Task Orders from the Caltrans Contract Manager (the "Contract Manager"). Task Orders may include, but not be limited to, the following work items as they relate to specialized water systems: preparation of Feasibility Studies, Planning Studies, Infrastructure Studies of existing building and facilities, Architectural and Engineering Design, Plans, Specifications and Cost Estimate (PS&E), and the performance of design support for construction. Work and types will be various types of specialized water systems.

2. The Consultant shall perform work on any or all phases of the Project Development Process as required. The Consultant shall perform work in any or all of the disciplines involved in the design process for specialized water facilities including, but not limited to: civil, structural, electrical, mechanical, water, wastewater, landscape architecture, geotechnical, surveying, etc. as required. The Consultant may be required to: prepare final PS&E from a Schematic or General Plan prepared by Caltrans architects or engineers; perform independent design check or code analysis of design prepared by Caltrans engineers; perform engineering detailing for Caltrans water facilities; prepare complete PS&E package for advertisement for construction; or any other combination of work determined necessary.

3. The Consultant shall carry out the instructions received from the Caltrans Contract Manager and shall cooperate with Caltrans, other involved agencies and other Consultants. It may become necessary for the Consultant to interface with state and local regulatory agencies.

4. Caltrans will provide cursory review of the Consultant's submittals for conformity with the requirements of this contract. Reviews by Caltrans 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 performed by the Consultant remains solely that of the Consultant.

5. It is not the intent of the foregoing paragraph to relieve the Consultant of any professional or legal responsibility during the performance of this

contract. In those instances where the Consultant believes a better solution is possible, he/she shall promptly notify the Caltrans Contract Manager of these concerns, together with reasons thereof.

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

7. The planning studies, reports, plans, designs, specifications, estimates, calculations, and other documents furnished under this contract shall be of a quality acceptable to the Caltrans Contract Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, dated, and having the author and checker identified. All submittals shall be prepared in English units to meet the current Caltrans policy and shall meet the Caltrans electronic submittal criteria. The Consultant will be required to coordinate closely with Caltrans engineers to ensure continuity when the PS&E of a structure is prepared in conjunction with Caltrans engineers. The minimum standard of appearance, organization, and content of the drawings shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.

8. 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 be submitted for approval within fifteen (15) 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 where all job-related correspondences 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 Caltrans Contract Manager with the QA/QC Plan and updated as required. The Caltrans Contract Manager will periodically request evidence that the QA/QC Plan is functioning. All plans, calculations, documents and other items submitted to the Caltrans 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.

9. All elements of the Project shall 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 may be achieved. The Caltrans Contract Manager will 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.

10. All projects shall strive to incorporate design criteria established by the United States Green Building Council (USGBC) for Leadership in Energy and Environmental Design (LEED) to achieve LEED Silver, or greater, rating.

11. Throughout the term of the contract the Consultant shall retain within Consultant's firm, or through qualified subconsultants, sufficient qualified staff to perform each of the tasks within the allotted time.

12. The Consultant shall maintain a set of project files indexed in accordance with the Caltrans A&E Consultant Services Manual.

13. Designs shall be in compliance with Title 24 of California Code of Regulations and other design codes, as specified in the Task Order(s).

14. Electronic files of construction details shall be submitted on Caltrans' formatted electronic plan sheets as MicroStation version V7 and/or version V8 (.dgn) files with the associated I-Plot (.i) files. Electronic plan files shall be submitted to the Caltrans 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, tables and cell libraries may be found at the following location:

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

LOCATION

The Consultant's services under this Contract will be performed on projects located statewide.

WBS CODES

Task Orders will be based on Caltrans Work Breakdown Structure (WBS).
These codes are for engineering work. However, they can be used for equivalent architectural works, for example, use WBS 160 for Preliminary Architectural Studies and Prepare Draft Project Report. Task Orders may include, but not limited to, the following WBS Codes:

100 Perform Project Management
150 Develop Project Initiation Document
160 Perform Preliminary Engineering Studies and Prepare Draft Project Report
230 Prepare Water Permits
240 Prepare Draft Structures PS&E
250 Prepare Final Structures PS&E Package
260 Awarded and Approved Construction Contract (*)
270 Perform Construction Engineering and General Contract Administration (*)

275 Perform Structures Construction Engineering and General Contract Administration (*)
285 Prepare and Administer Contract Change Orders (*)
290 Resolve Contract Claims (*)
295 Accept Contract, Prepare Final Construction Estimate, and Prepare Final Report (*)

(*) Provide engineering support only for these WBS activities.

FIRM CAPABILITIES AND REQUIREMENTS

Experience in the State of California within the last fifteen (15) years designing wells, surface water treatment and distribution systems with design flows of 200 to 15,000 gallons per day that do not require onsite operators. Experience with following types of projects:

- Five (5) projects located in the State of California within the last fifteen (15) years designing well systems,
- Five (5) projects with surface water treatment (coagulation and/or membrane filtration) located in the State of California, and
- Two (2) projects with stream intakes and two (2) projects with spring boxes with flows less than 30 cubic feet per second.

A minimum of fifteen (15) years experience designing and permitting, surface and well source drinking water treatment and distribution systems.

Desirable design experience includes water wells, telemetry and SCADA systems and water treatment systems with chlorination and the removal of arsenic, nitrates, manganese, iron, and TDS. Additional desirable experience includes working for public agencies and water quality sampling.

PERSONNEL REQUIREMENTS

In order to complete the work envisioned, the Consultant's team shall include specialists to perform all aspects of work in the Project Development Process. The disciplines required may include, but not be limited to, water engineering, geologic investigation, geotechnical engineering, civil engineering, mechanical engineering, electrical engineering, land surveying and landscape architecture.

The Consultant's Contract Manager shall be a licensed registered Civil Engineer in the State of California with a minimum of fifteen (15) years of responsible experience following licensing in water system designs. The Consultant's Contract Manager shall coordinate all project development and design engineering matters with the Caltrans Contract Manager and shall be accessible to the Caltrans Contract Manager at all times during normal working hours.

The Consultant shall have two (2) registered professional engineers and/or geologists staff with ten (10) years or more experience in water treatment system or water well design. At least two (2) registered engineers and one (1) engineer or technician with water treatment experiences shall be on staff.

All responsible project engineers, land surveyors and landscape architects shall be registered in the State of California and shall be capable of assisting the Consultant's Contract Manager in performing architectural and engineering design work in their respective fields. Verification of registration for these personnel will be made prior to execution of Task Orders.

The Consultant should have LEED Accredited Professional certified architects and engineers on staff, that can be part of the design team assigned to those Task Orders that will have LEED requirements.

The Consultant shall have staff (Engineers and Technicians) that are proficient in using the AutoCad or Microstation software.

Any product or deliverable not fully approved by the Caltrans Contract Manager bearing the signature of a Professional Engineer who is 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 will be allowed the Consultant without prior written approval of the Caltrans 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 Caltrans review and acceptance process. Professional Engineers whose signature appears on any technical document or deliverable that has not been fully approved by Caltrans 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 prior approval of the Caltrans Contract Manager before changing Professional Engineering staff and/or work products. The Consultant is required to provide the Caltrans Contract Manager with the technical qualifications of the replacement staff.

PERIOD OF PERFORMANCE

This is a five (5) year contract. Task Orders will be issued and executed for design work during the first three (3) years of this contract. During the remainder of this Contract, new Task Orders may be issued limited to design support for construction and to allow the completion of work previously started.

B. SCOPE OF WORK

1. Specific work will be assigned to the Consultant through issuance of Task Orders from the Caltrans Contract Manager. Task Orders may include,

but not be limited to, the following work items as related to the design of specialized water systems: preparation of Feasibility Studies, Planning Studies, Infrastructure Studies of existing building and facilities, Engineering Design, Plans, Specifications and Cost Estimate (PS&E), and the performance of design support for construction. Work and types will be various types of water systems.

2. The Consultant shall perform work on any or all phases of the Project Development Process as required. The Consultant shall perform work in any or all of the disciplines involved in the design process of specialized water systems including, but not limited to: civil, structural, electrical, mechanical, water, landscape architecture, geotechnical, and surveying, as required. The Consultant may be required to: prepare final PS&E from a Schematic or General Plan prepared by Caltrans engineers; perform independent design check or code analysis of design prepared by Caltrans engineers; perform architectural or engineering detailing for Caltrans designed structures; prepare planning studies; prepare complete PS&E package for advertisement for construction; or any other combination of work determined necessary.

3. The Consultant shall provide professional Architectural and Engineering Services for existing and/or new specialized water facilities. Assignments may include, but not limited to the design of new specialized water facilities, as well as, the repair, remodel rehabilitation, and/or expansion of existing facilities.

4. The instructions contained in this “Scope of Work” will take precedence over any conflicting instructions found in Caltrans Design Manuals.

5. All design and drawings produced in the completion of a Task Order shall be the property of Caltrans. The Consultant shall not copyright or patent any design and/or drawing used for the purposes of this contract.

6. Any software developed, licensed, or purchased by the Consultant or subconsultant for design or other engineering purposes shall be available to Caltrans upon request. Any design related software developed by the Consultant or subconsultants during the course of the contract shall be the property of Caltrans and shall not be copyrighted by the Consultant. Consultant developed software may be modified by Caltrans or other Consultants. At a minimum, Caltrans will require a user’s manual with complete instructions and examples for all Consultant or subconsultant developed software. The Caltrans Contract Manager may request updated software and manuals from the Consultant at any time.

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

    a. The Task Order 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 Caltrans Contract Manager and the Consultant's Contract Manager in accordance with the terms of this contract including any approved wage rates incorporated into this contract.

c. The Consultant shall submit a cost proposal for each Task Order to the Caltrans 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 each individual will perform along with Caltrans activity codes for such duties, the estimated hours of each individual under each duty or activity, the wage rates for each individual as set forth by any approved wage rates incorporated into this contract, 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 Caltrans Contract Manager.

8. All planning studies, reports, plans, specifications, quantity calculations, and estimates shall conform to Caltrans' criteria, policies, procedures, and standards. All work shall be made available to Caltrans at milestones specified in the Task Order schedule and upon request by the Caltrans Contract Manager.

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

- Infrastructures of existing water systems
  a. Review of existing facilities information (As-builts, maintenance reports, etc.)
  b. Perform Field Review of water systems
  c. Update findings and recommendations of the above reports
  d. Develop a summary of findings
  e. Develop a summary of solutions
  f. Prepare Infrastructure Report

- Perform Building Code Analysis
  a. Review current applicable codes
  b. Review building occupancies and adjacencies

- Preliminary Investigation Report

  a. Review District Site Submittal and associated information.

b. Perform Field Investigation – Perform site surveys as necessary to determine existing conditions and topography. Establish or verify construction controls.

c. Prepare Geologic Plan.

d. Prepare Preliminary Investigation Report.

- Geological/Geotechnical Investigations

  The Consultant will provide geotechnical services such as investigation of existing information (library search), performing engineering reviews of field investigations reports or reviewing data by others. The Consultant maybe required installing groundwater monitoring or exploratory water wells and performing water quality tests when directed by the Contract Manager.

- Design as related to water - Schematic Design

  a. Using the project initiation documents, develop a water program, for approval by Contract Manager, which satisfies the project scope and budget.

  b. Perform site investigation.

  c. Prepare a boundary and topographic site survey.

  d. Develop Schematic Design Drawings (15%).

  e. Develop a Schematic Design Cost Estimate that conforms to the Advanced Planning Study scope of work defined elsewhere in Exhibit A of this contract.

  f. Submit schematic design and permit application to the State of California Department of Public Health (DPH).

  g. Anticipated progress is 5% for the Schematic Design submittal.

- Preliminary Design

  a. Prepare Preliminary Design Drawings (25%) for approval by Caltrans Contract Manager.

  Anticipated design/drawing progress shall include:
  - Basic Electrical Site Plan

        - Basic Power Distribution System Layout
        - Basic Load Data for Service Requirement

    - For specialized water systems –
        - Water System Layout including electrical (Connection Locations)

    b. Perform engineering preliminary code analysis.

    c. Prepare Draft Geologic Report.

    d. Prepare Preliminary Design Cost Estimate.

    e. Anticipated progress 25% for the Design Development submittal.

- Pre-Construction Documents (50% complete)

    a. Develop unchecked Pre-Construction Drawings (50%).

    b. Anticipated design/drawing progress shall include;
        - Draft completion of process unit layout and determination of the number and the information on each sheet.

    c. Develop preliminary site grading and pad elevations.

    d. Perform architectural and engineering design code analysis.

    e. Develop Pre-Construction Documents Cost Estimate.

    f. Anticipated progress at 50% at the Pre-Construction Document submittal.

- Pre-Construction Documents (80% complete)

    a. Develop checked Pre-Construction Drawings (80%).

    b. Anticipated design/drawing progress shall include;
        - All aspects of design should be completed and the project ready for an independent check.

    c. Develop final site grading and pad elevations.

    d. Perform Independent check of Pre-Construction Documents.

    e. Develop Pre-Construction Documents (80%) Cost Estimate.

    f. Develop Draft Contract Special Provisions.

g. Anticipated progress for 80%at the Pre-Construction Document.

- Plans & Quantities (P&Q)

  a. Prepare Contract Plans for the defined project scope

  b. Prepare Structure Marginal Quantities.

  c. Develop draft Cost Estimate.

  d. Revise as required by Caltrans review.

  e. Submit Final Construction Drawings and permit application to the State of California DPH.

- Construction Documents –(PS&E)

  a. Prepare Final Construction Drawings (100%).

  b. Prepare Final Contract Special Provisions.

  c. Prepare Final Marginal Cost Estimate.

  d. Prepare Final Working Day schedule.

  e. Prepare Final Geologic Report.

  f. Prepare Resident Engineer (RE) Pending File to include pertinent memorandum and information to convey any design intent that does not become part of the PS&E.

- 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 Caltrans' Contract Manager for resolution. In the event that any items are discovered during the bidding period that requires interpretation of the drawings or specifications, the Consultant shall analyze said items to recommend a decision by Caltrans 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 Caltrans, or by a covering change order after the award to the construction contract, prepared by the Consultant and issued by Caltrans. At no time shall the Consultant make direct contact with any potential bidders. Any inquiries received directly from potential bidder(s) shall be provided to the Caltrans Contract Manager for processing.

- Design Support for Construction

  a. All design construction support work will be assigned to the Consultant through issuance of Task Orders by the Caltrans Contract Manager, and all such work will be coordinated with the Caltrans through the Caltrans Contract Manager.

  b. The Consultant shall furnish all necessary drawings for corrections and change orders required by errors and omissions made by the Consultant, at the Consultant's cost. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to Caltrans for duplication and distribution.

  c. The Consultant will receive written notification of the award of a construction contract from the Caltrans Contract Manager. Upon such a notification, the Consultant will provide the services related to design support for construction, when notified by the Contract Manager.

  d. The Consultant may be required to attend the pre-construction meeting with the successful construction Contractor upon notification by Caltrans.

  e. The Consultant shall review all submittals and shop plan drawings as required to support the construction contract. The 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.

  f. The Consultant shall be available to resolve discrepancies in the contract documents as requested by Caltrans. The Consultant shall bring to the attention of the Caltrans Contract Manager any defects or deficiencies in the work by the Caltrans's construction contractor(s) that the Consultant observes. The Consultant shall have no authority to issue instructions on behalf of Caltrans, or to deputize another to do so. All agreements shall be between Caltrans and its construction contractor. Nothing stated herein shall be construed or implied that the Consultant is providing construction management or inspection services for Caltrans on the work covered in this contract.

  g. These provisions shall not be construed as making the Consultant responsible for failure of Caltrans 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.

h. The Consultant shall (using marked prints from the Caltrans Resident Engineer) prepare and deliver to Caltrans the final As-Built plans as directed by the Caltrans Contract Manager.

C. COORDINATION

1. Coordination with Caltrans, 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.

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

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

   a. The Consultant shall not enter upon property or facilities not owned by Caltrans without prior permission or permit obtained through Caltrans.

   b. The Consultant shall notify Caltrans, in writing, at least two (2) 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 with the conditions imposed by the Caltrans Contract Manager and requirements set forth by the Local Agency in the permission, permit, or agreement.

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

1. The Consultant will be required to produce planning studies, water system design, detailed contract plans for the approved scope, reports, (including, but not limited to, final strategy report and final geologic report), construction specifications, cost estimates, and Resident Engineer (RE) pending file.

2. Specialized Water System Design and Plans

a. Planning studies and construction details for each design shall be prepared on Caltrans formatted plan sheets. Blank reproducible sample plan sheets will be provided. Upon request, the Caltrans 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. 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.

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.

d. Each final plan sheet, prepared for Final PS&E, 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.

e. The Registered Professional Engineer who prepared the design shall provide their signature on each plan sheet. Use of electronic signature shall be provided to Caltrans through the use of Electronic Signature Authorization forms.

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

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 seal with the name, signature, license number and 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 Caltrans 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 Caltrans Contract Manager will supply the Consultant with General Condition Specifications (GC's) in Microsoft Word, Version 2007.

b. The Consultant shall edit the GC's and prepare Contract General Conditions specific to the project, which will be incorporated into Caltrans' final PS&E. The Contract General Conditions shall be prepared in accordance with Section IV of the Caltrans document titled "Guide for the Submittal of Plans, Specifications and Estimates," and with the "Standards for the Preparation of Contract Special Provisions" located in Section 6-5 of the document titled "EFPB Information and Procedures Guide".

c. The Contract General Conditions, 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 who directed the staff to prepare them. For those Contract General Conditions prepared by an architect, they shall bear the State of California Licensed Architect Seal, including the name, license number and registration certificate expiration date of the Architect who prepared them or who directed the staff to prepare them.

d. The Contract General Conditions, prepared for final PS&E submittal, 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 prepared them or the engineer under whose direction they were prepared. For those Contract General Conditions written by an architect, they shall bear the State of California Licensed Architect Seal, including the name, signature, license number and registration certificate expiration date of the Architect who prepared them or who directed the staff to prepare them.

4. Structure Estimate

a. The Consultant shall prepare quantity calculations for items that are applicable to the 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. Caltrans will place the contract quantities on the contract plans.

5. Manuals

a. The following documents are, unless otherwise noted, published by the State and shall be used in the production of work for this Contract.

1) OTAEMWW Memos to Designers
http://www.dot.ca.gov/hq/esc/techpubs/
2) Construction Contract Standards
http://www.dot.ca.gov/hq/esc/oe/construction_standards.html
3) Office of Special Funded Projects Information
http://www.dot.ca.gov/hq/esc/osfp/
4) Plan Preparation Manual
http://www.dot.ca.gov/hq/oppd/cadd/usta/ppman/default.htm
5) Caltrans CADD User's Manual
http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm
6) Ready To List Guide
http://dot.ca.gov/hq/esc/oe/rtl_guide.html
7) Caltrans Guidance for Consultant Prepared Projects
http://www.dot.ca.gov/hq/oppd/cadd/rsc_files/Consultant_Prepared_Projects.pdf
8) Caltrans Maintenance Station Design Manual
Hard copy only. Available upon request.
9) Uniform Building Code (UBC) - including all State of California Amendments
10) Title 24, Part 2, California Code of Regulations (CCR)
11) Uniform Plumbing Code (UPC)
12) Uniform Mechanical Code (UMC)
13) National Electric Code (NEC)

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

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

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

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

E. SUBMITTALS

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

2. Unless specified otherwise in the Task Order, submittals shall be delivered to:

   CALTRANS
   Division of Engineering Services
   Office of Structure Contract Management
   1801 30th Street
   Mail Station #9-5/6G
   Sacramento, CA 95816
   ATTN: Rachhpal Bagha, Contract Manager

3. Number of copies and when submittals shall be delivered as directed by the Caltrans Contract Manager are set forth below. Electronic transmittal of submittals may be accepted if approved by the Caltrans Contract Manager.

   a. Infrastructures of existing buildings and facilities
      1) Three (3) copies and one (1) electronic copy of the Facility Infrastructure Report

   b. Perform Building Code Analysis
      1) Five (5) copies of the Building Code Analysis
      2) Five (5) copies of the State Fire Marshall acceptance letter of the analysis.

c. Planning Study Submittal

1) Three (3) copies and one (1) electronic copy of Planning Study (PS) transmittal package

d. Preliminary Investigation Report and Hydrology Report Submittal

1) Three (3) copies and one (1) electronic copy of the Preliminary Investigation Report

2) Three (3) copies and one (1) electronic copy of the final Hydrology Report

e. Field Review Submittal

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

f. Schematic Design Submittal

1) Ten (10) sets of Schematic Drawings including site survey (11”x17” sheet size)

2) Ten (10) sets of Schematic Drawings (22”x34” sheet size), including the Preliminary Code Analysis shown on the Drawings.

3) Three (3) sets of Topographic Site Survey (22”x34” sheet size)

4) Ten (10) sets of drawings for any alternative concept schemes (11”x17” sheet size)

5) Three (3) copies and one (1) electronic copy Schematic Design Cost Estimate

6) Three (3) copies and one (1) electronic copy each of preliminary project compliance review letters by DSA and SFM if required by Task Order

7) Three (3) copies and one (1) electronic copy each of the permit application for the State of California Department of Public Health (DPH).

8) Other Items such as renderings, models, color boards, or drawings, needed to adequately present design concepts if required by Task Order.

g. Preliminary Design Submittal

1) Ten (10) sets of Preliminary Design Drawings (11”x17” sheet size)

2) Three (3) sets of Preliminary Design Drawings (22”x34” sheet size)

3) Three (3) copies and one (1) electronic copy of Preliminary Design Cost Estimate

4) One (1) copy each of architectural, electrical and mechanical fixture catalog cut sheets when appropriate

5) Three (3) copies and one (1) electronic copy of Caltrans previous review comments with the Consultant’s itemized response to each comment adjacent to the review comment

6) Three (3) copies and one (1) electronic copy of the signed “Preliminary Design Review Checklist” if provided by the Contract Manager as part of the Task Order

7) Other Items such as renderings, models, color boards, or drawings, needed to adequately present the concept if required by Task Order.

h. Pre-Construction Documents (50% Complete) Submittal

1) Ten (10) sets of Pre-Construction Drawings (50% Complete) (11”x17” sheet size)

2) Three (3) sets of Pre-Construction Documents Drawings (50% Complete) (22”x34” sheet size)

3) Three (3) copies and one (1) electronic copy of Draft Geologic Report

4) One (1) set of electronic files of all construction details and LOTB’s on CD-ROM format

5) Three (3) copies and one (1) electronic copy of Pre-Construction Documents (50% Complete) Cost Estimate

6) Two (2) copies each of building code analysis and load calculations

7) Three (3) copies and one (1) electronic copy of Draft Geologic Report if significantly revised

8) Three (3) copies and one (1) electronic copy of Caltrans previous review comments with the Consultant’s itemized response to each comment adjacent to the review comment

9) Three (3) copies and one (1) electronic copy each of project compliance review letters by DSA and SFM if required by Task Order.

i. Pre-Construction Documents (80% Complete) Submittal

1) Ten (10) sets of Pre-Construction Drawings (80% Complete) (11”x17” sheet size)

2) Three (3) sets of Pre-Construction Documents Drawings (80% Complete) (22”x34” sheet size)

3) One (1) set of electronic files of all construction details and LOTB’s on CD-ROM format

4) Three (3) copies and one (1) electronic copy of Pre-Construction Documents (80% Complete) Cost Estimate

5) Two (2) copies each of building code analysis and load calculations

6) Three (3) copies and one (1) electronic copy of Draft Geologic Report if significantly revised

7) Three (3) copies and one (1) electronic copy of Caltrans previous review comments with the Consultant’s itemized response to each comment adjacent to the review comment.

8) Three (3) copies and one (1) electronic copy each of project compliance review letters by DSA and SFM if required by Task Order

j. Construction Document (Draft) PS&E Submittal

1) Ten (10) sets of Construction Drawings (11”x17” sheet size)

2) Three (3) sets of Construction Drawings (22”x34” sheet size)

3) One (1) set of electronic files of all construction details and LOTB’s on CD-ROM format

4) Three (3) copies and one (1) electronic copy of Final Cost Estimate

5) Three (3) copies and one (1) electronic copy of Final Working Day Schedule

6) Three (3) copies and one (1) electronic copy stamped and signed Contract Special Provisions

7) Three (3) copies and one (1) electronic copy of stamped and signed Final Geologic Report

8) Two (2) copies each of stamped and signed Design and Check Structural Calculations

9) Two (2) copies each of Design and Check Quantity Calculations

10) Two (2) copies of all items to be placed in the R.E. Pending File

11) Three (3) copies and one (1) electronic copy of the signed “PS&E Completion Checklist” if provided by the Caltrans Contract Manager as part of the Task Order

12) Three (3) copies and one (1) electronic copy each of final project compliance review letters by DSA and SFM if required by Task Order

13) Three (3) copies and one (1) electronic copy of Caltrans’ previous review comments with the consultant’s itemized response to each comment adjacent to the review comment

14) Three (3) copies and one (1) electronic copy each of the permit application for the State of California Department of Public Health (DPH).

k. Final PS&E Submittal

1) Ten (10) sets of signed construction details in 11” x 17 “ format

2) Ten (10) sets of signed Log of Test Borings (LOTB) in 11” x 17” format

3) Three (3) copies and one (1) electronic copy of the Final Contract Special Provisions

4) Three (3) copies and one (1) electronic copy of the Final Cost Estimate and checked quantity calculations

5) Three (3) copies and one (1) electronic copy of the Final Working Day Schedule

6) Three (3) copies and one (1) electronic copy of the Material Information Handout

7) One (1) electronic copy of the Final Contract Special Provisions, Final Cost Estimate, and Final Working Day Schedule on microcomputer diskette

8) One (1) copy of stamped design calculations

9) Three (3) copies and one (1) electronic copy of the Resident Engineer Pending file

10) One (1) set of electronic files of all signed construction details and LOTB's on CD-ROM format

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

F. MATERIALS TO BE FURNISHED BY CALTRANS

Blank reproducible sample of Division of Engineering Services (DES) plan sheets, Standards, Specifications, etc., existing Structure Data including the following preliminary list of items if available:

1. Water Systems
   a. As-Built Plans
   b. Maintenance Reports

2. Site Data
   a. Water System Site Data Submittal
   b. Existing Utilities

3. Geology Information (if available)
   a. Water System Data

4. Survey Control Data (if available)

5. Project Report

6. Pertinent Correspondence

7. Final Environmental Impact Report

8. Caltrans Standard pen tables, color table, and settings adjustment.

G. PERSON-HOUR ACCOUNTING

The Consultant must submit with each Task Order cost proposal, a person-hour breakdown budget in accordance with Caltrans Work Breakdown Structure (WBS) that includes the following activities: project management, project administration, QA/QC, APS development, designing, analysis, checking, detailing, specifications, quantities and estimates, geotechnical, and others (office assistance). A report will be developed from this breakdown to measure contract performance and progress.

H. PROJECT PROGRESS

Progress review meetings shall be held at monthly intervals. Additional meetings may be held upon the request of either party as approved by the Contract Manager. The Consultant, at or before these progress review meetings, shall supply two copies of all completed, or partially completed, planning studies, plans, specifications, and estimates which have been developed or altered since the previous meeting. These progress review meetings are in addition to the formal reviews listed under Review and Submittals above.