

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 08/06/08

AGREEMENT NUMBER

04A3144

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "the Department")

CONSULTANT'S NAME

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

2. The term of this Agreement is from December 4, 2008 through December 3, 2011.

3. The maximum amount of this Agreement is: \$40,000,000.00
Forty Million Dollars and No Cents

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

Exhibit A – Scope Of Work and Deliverables	10 Pages
Exhibit B – Budget Detail And Payment Provisions	5 Pages
Exhibit C – General Terms And Conditions 307 (GTC 307)	1 Page
Exhibit D – Special Terms And Conditions	17 Pages
Exhibit E – Additional Provisions	3 Pages
Exhibit F – Prevailing Wage Requirements	6 Pages
Attachment 1 – Scope of Work and Deliverables	9 Pages
Attachment 2 – Cost Proposal	46 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – Documentation of Disabled Veteran Business Enterprise Program Requirements form (Std840) and Bidder Declaration form (GSPD-05-105)	2 Pages

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR (herein referred to as "the Consultant")**

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

Caltrop Corporation

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/25/08

PRINTED NAME AND TITLE OF PERSON SIGNING

David H. Saber, Vice President

ADDRESS

2200 Powell Street, Suite 1125, Emeryville, CA 94608

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/26/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Liz Salinas, Contract Officer

ADDRESS

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

**EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES**

I. SCOPE OF WORK

The Consultant will provide “On Call” independent quality assurance services for the structural materials incorporated in the Toll Bridge Program projects located within the geographical limits of the Department’s District 4.

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed domestically, within the continental U.S.A., as well as internationally.
- C. This Agreement will commence on the start date December 4, 2008 as presented herein or upon approval by the Department, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Department. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Department’s Contract Manager. This Agreement shall expire on December 3, 2011. The services shall be provided Monday through Friday, and on weekends and holidays when required. The parties may amend this agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Prakash Sivagnanasunda	Project Manager: Dave Saber
District/Division: Consultant Services Unit, MS 7B	Office/Branch:
Address: 111 Grand Ave Oakland, CA 94612	Address: 2200 Powell Street, Suite 1125 Emeryville, CA 94608
Phone: 510-286-6114	Phone: 510-496-2050
Fax: 510-622-0198	Fax: 510-601-1776
e-mail: Prakash_Sivagnanasunda@dot.ca.gov	e-mail: dsaber@caltrop.com

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

E. Work Guarantee

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

F. Licenses and Permits

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

II. TASK ORDER

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 the Department and signed by an authorized representative of the Department. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Department.
- E. The Consultant shall not commence performance 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 Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by the Department for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order revisions require written approval by the Consultant and the Department.

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Department's 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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 Department of Transportation's Work Breakdown Structure (WBS) level element(s). The WBS is included in the "Guide to Project Delivery Workplan Standards," which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Project Manager shall meet with the Department's Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to terminate the Agreement under the 30-day cancellation clause.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal, (See Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this agreement.
- B. Consultant shall be responsible for any future adjustments to prevailing wage rates including but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

- H. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Department's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Department's Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- I. Invoices shall be submitted showing the Department of Transportation Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. The Department shall not pay disputed portions of invoices.
- J. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Department's Contract Manager.
- K. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due the Department must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Department's Contract Manager or Consultant Service Unit at the following address:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

DEPARTMENT OF TRANSPORTATION
Attention: Prakash Sivagnanasunda
Consultant Services Unit, MS 7B
111 Grand Ave
Oakland, CA 94612

- 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 the Department, for all Task Orders resulting from this Agreement, shall not exceed **\$40,000,000.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Department may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- 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. Attachment 2, Cost Proposal, is subject to a post award audit and concurrence review of the ICR. Attachment 2 shall be adjusted by the Consultant and approved by the Contract Manager to conform to the audit recommendations or ICR review. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the Department's sole discretion. Refusal by the Consultant to incorporate the interim audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.
- P. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

III. COST PRINCIPLES

- A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the Department.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

IV. CONTINGENT FEE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 307, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 307 General Terms and Conditions.

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

II. DISPUTES

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Not later than 30 days after completion of all work under the Agreement, the Consultant may request review by the CCRC of unresolved claims or disputes, other than audit. The request for review will be submitted in writing through the Departmental Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for the Department.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 307.

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

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

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of the Department, the Consultant shall

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.

- B. Within 30 days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of the Department, the Consultant shall prepare and submit to the Department's Contract Manager, for approval, two (2) separate supplemental cost proposals:
1. A final revised cost proposal for all project-related costs for the revised termination date, and
 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Department's 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

X. AUDIT REVIEW PROCEDURES UNDER EARLY TERMINATION

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XII. NON-DISCRIMINATION

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XIII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the Department shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The Department, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIV. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director of Audits & Investigation (Chairperson); Deputy Director of Project Delivery; the Director of Legal Services or their designated alternates; and two (2) representatives from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of an interim or final audit report, the Consultant may request a review by the ARC of unresolved audit

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

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

XV. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Department's Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. Contractor shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of subconsultants must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute subconsultant.

XVI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Department's 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 Department's Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to the Department on request by the Department.
- D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Department.

- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XVII. INSPECTION OF WORK

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

XVIII. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.

XIX. INSURANCE

- A. The Consultant shall furnish to the Department, 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. The required insurance shall be provided by carriers authorized or approved to do business in California.
- B. Types and Amount of Coverage
 - 1. Workers Compensation and Employers Liability Insurance in accordance with statutory requirements.
 - 2. General Liability insurance in an amount not less the \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
 - 3. For products-completed operations a \$2,000,000.00 aggregate shall be provided.
 - 4. A general aggregate of \$2,000,000.00 shall be provided which shall apply separately to the Consultant's work under this Agreement.
 - 5. Automobile liability coverage of not less than \$1,000,000.00 per accident.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. A \$5,000,000.00 umbrella or excess liability shall include products liability completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
 7. Professional Liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds for the Department to terminate this Agreement for cause, in addition to any other remedies the Department may have available. Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after completion of its performance under this Agreement.
- D. The Certificates of Insurance shall provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Department.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned and only for the General Liability and Automobile Liability coverage required in Exhibit D, section XX, paragraph B, items 2 and 5 above.
- E. The Department will not be responsible for any premiums or assessments on the policy.
- F. 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.
- G. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to the Department of the subcontracted work. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

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

XXI. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Department's construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with the Department's

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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

XXII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the Department relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the Department's actions on the same, except to the Department's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Department and receipt of the Department's written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than the Department.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXIII. EVALUATION OF CONSULTANT

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

XXIV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

XXV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Department of Transportation or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Department of Transportation construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Department of Transportation construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. The Consultant further certifies that neither the Consultant, nor any firm affiliated with the Consultant, will bid on any construction contract included within this Agreement. Additionally, the Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- E. Except for Subconsultants whose services are limited to materials testing, no Subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
- 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.

XXVII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any Department agency employee. For breach or violation of this warranty, the Department shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXVIII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

B. Substitutions of DVBE's

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

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

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

D. Prior to the approval of the Prime Consultant's substitution request, the Department's Contract Manager must give a written notice to the

EXHIBIT E
ADDITIONAL PROVISIONS

Subconsultant being substituted by the Prime Consultant. A copy of the notice sent by the Department's Contract Manager must be forwarded to the Contracts Office. The notice must give the following:

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

- G. The request for substitution and the Department's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to, the subletting and subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code) or any other Agreement requirements relating to the substitution of Subconsultants. Failure to adhere to the DVBE participation in the performance of this Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due the Department.

- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.

- I. The Consultant shall maintain records of all subagreements entered into with DVBE Subconsultants including records of materials purchased from DVBE supplies. Such records shall show the name and address of each DVBE Subconsultant or supplier and the total dollar amount paid to each one. Upon completion of this Agreement, a summary of these records shall be prepared and certified correct by the Consultant or his authorized representative and the summary shall be furnished to the Department's Contract Manager.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

I. STATE PREVAILING WAGE RATES

- A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Office. These wage rates are made a specific part of this Agreement by reference and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at the construction sites and at dedicated fabrication sites set up solely and exclusively to serve the public works project within California.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- C. Payroll Records
 1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty or perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
 - c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Department's Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

5. The Consultant shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Department's Contract Manager.
- E. Penalty
1. The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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

3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:
 - a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
 - b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.
5. Pursuant to Section 1775 of the Labor Code, the Department shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If the Department determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.

F. Hours of Labor

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

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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

G. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds \$30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements Penalties are specified in Labor Code Section 1777.7.

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

ATTACHMENT 1

SEE ITEM M

1. SCOPE OF WORK/DELIVERABLES

A. Project Description

In support of the Office of Structural Materials (OSM), the Consultant will provide "On Call" independent quality assurance services for the structural materials incorporated in the Toll Bridge Program projects located within the geographical limits of Caltrans District 4. These services shall be provided domestically within the continental U.S.A. as well as internationally. The list of projects which may require Material Source Inspection services includes but is not limited to:

<u>District-EA</u>	<u>County</u>	<u>Route</u>	<u>Post Mile</u>	<u>Project Description</u>
04-0120L3	ALA	80	1.0/1.7	Oakland Touch Down 1
04-0120F3	SF	80	8.2/8.7	Self Anchored Suspension Span
04-0120R3	SF	80	7.8/8.2	South South Detour
04-0435V3	SF	80	4.9/5.9	Seismic Retrofit of SFOBB West Approach

The list above is not an exclusive list of projects. Consultant may be required to work on additional Toll Bridge Program projects located within the geographical limits of Caltrans District 4.

The Consultant shall provide a distinct team embodying the necessary qualifications and experience to successfully deliver the required services detailed below.

B. Description of Required Services

The Consultant will provide Quality Assurance (Q/A) inspection of welding, structural steel members, protective coating, seismic bearings, isolators and dampers, reinforcing steel, and precast prestressed concrete members to be incorporated into transportation structures.

Consultant services required will include but are not limited to:

1. American Society of Nondestructive Testing (ASNT) Level III services in Ultrasonic Testing, Radiographic Testing, Penetrant Testing, and Magnetic Particle Testing.
2. Level II services in accordance with ASNT in Ultrasonic Testing, Radiographic Testing, Penetrant Testing, and Magnetic Particle Testing.
3. American Welding Society (AWS) Certified Welding Inspector (CWI)

ATTACHMENT 1

services. Personnel providing these services shall meet the experience requirements of Section 12, AWS D1.5-95, for Fracture Critical Member (FCM) fabrication.

4. Metallurgical Engineering, Welding Engineering, and technical support services for the testing and evaluation of structural materials. These services are to include field-testing, shop testing, and evaluation of materials used in major transportation structures.
5. National Association of Corrosion Engineers (NACE) Certified Coating Inspector – Level 3 services. Provide technical expert services for the testing and evaluation of paint and protective coatings. These services are to include field-testing, shop testing, and evaluation of materials used in projects described in Section A “Project Description” above.
6. Prestressed Concrete Institute (PCI) Level II inspection services.
7. Structural steel fabricator auditing services.
8. Precast prestressed concrete fabricator auditing services.
9. Structural Materials Representative (SMR) services.

SMR services include:
 - Work with Office of Structural Materials (OSM) customers as the single point of contact to provide Q/A services. OSM customers are Resident Engineers (RE), Structure Construction Representatives (SR), contractors, suppliers and vendors.
 - Assist the Department in anticipating and resolving any issues associated with material source inspection and Q/A activities.
 - Maintain standards and consistency while minimizing the impact on project schedule and cost.
10. Sampling and testing of materials for quality assurance.
11. Performing plant inspections for quality assurance.
12. Performing independent assurance sampling and testing.
13. Performing material source inspection.
14. Preparing calculations, records, reports, and correspondence related to project activities.
15. Providing incidental engineering support services associated with Q/A activities described above and as directed by the RE, SR, and approved by the Department’s Contract Manager for contract change orders, and claims issues as required.

ATTACHMENT 1

16. Assisting and advising the Department as technical experts during the claims process including but not limited to Dispute Review Board (DRB), District Board Review (DBR) and Arbitration process relating to, but not limited to, welding, structural steel members fabrication, precast concrete members fabrication, and painting. Consultant will not be required to administer the DRB process.
17. Utilizing the most cost-effective alternative in all operational endeavors without sacrificing quality.

C. Standards:

1. The Consultant must maintain a working environment that is safe for project personnel and the public. The Consultant must provide a Code of Safe Practices that includes at a minimum, fall protection safety, lead training, respirator training and promotes an awareness of applicable health and safety requirements. All Consultant staff shall have the appropriate personal safety equipment to perform the required services in a safe manner.
2. Maintaining a stable work force is essential to the successful completion of the Toll Bridge Program projects. Consultant must implement a staff retention plan strategy.
3. The Consultant shall be capable of meeting current industry standards including AWS QC-1, and the ASNT Recommended Practice - Society for Nondestructive Testing (SNT) - Technical Council (TC)- First Document (1A).
4. All services required under the contract shall be performed in accordance with the Department's regulations, policies, procedures, manuals, standards, and all other applicable laws, codes, and regulations.

D. Location and Purpose of Work

Consultant will provide Q/A inspection services for all Toll Bridge Program projects within the limits of Caltrans District 4. The Consultant shall be capable of delivering the Q/A inspection and auditing services domestically and internationally. The Consultant shall be capable of performing laboratory material testing at international locations.

To date, Q/A services have been performed internationally in the following countries: Japan, Korea, China, and the United Kingdom. In the future, additional countries may be added to this list as required.

Long term stay in international locations is anticipated and may last for the duration of this Agreement.

ATTACHMENT 1

The fabrication site for Self Anchored Suspension Span Project Tower and Orthotropic Box Girder (OBG) is located at:

Zhenhua Port Machinery Co. (ZPMC)
3470 South Pudong Road
200125
Shanghai, China

Other current international fabrication sites are:

The Japan Steel Works, Ltd.
Muroran Plant
4 Chatsu-Machi
Muroran, Hokkaido,
Japan 051-0006

Goodwin Steel Castings Ltd.
Ivy House Foundry
Hanley
ST1 3NR
England
U.K

Location in Korea will be determined at a later date.

Domestic fabrication shops are currently located at the following locations: California, Oregon, Arizona, Washington, and Louisiana. The list of locations identified above is not an exclusive list. The Consultant may be required to work at additional domestic locations.

E. Availability and Work Hours

1. The Consultant shall begin the required material source inspection work within two (2) working days after receiving a fully executed Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
2. Work shall not be performed when conditions prevent a safe and efficient operation.
3. Unless otherwise specified in the Task Order or directed by the Department's Contract Manager, the normal workweek shall consist of 40 hours.
4. The Consultant's typical work day(s) shall include working in conjunction with all of the following:

ATTACHMENT 1

- Department's material inspection staff
 - Construction Contractor(s)
 - Fabricator(s)
 - Material supplier(s)
5. Fabrication work shall be performed in various work shifts. Material source inspection work shall coincide with the multiple work shifts of the fabrication facilities and shall become the Consultant personnel's normal workday.
6. Overtime work may be required. However, prior approval from the Department's Contract Manager is required.

F. Personnel Requirements

1. Team members are to be qualified engineers and certified technical experts experienced in the fabrication and inspection of structural materials. Team members must demonstrate experience in performing the required services and have expert capability in applicable codes. Team members shall be knowledgeable of, and comply with, all applicable local, State and Federal regulations; cooperate and consult with State officials during the course of the contract; and perform other duties as may be required to assure that construction is being performed in accordance with the construction contract documents.
- a. Consultant personnel engaged in welding inspection shall be certified by the AWS QC-1, and certified to Level II in accordance with the ASNT Recommended Practice –SNT – Technical Council (TC) – first document (1A).
 - b. Consultant personnel engaged in precast concrete inspection shall be certified by the Precast Concrete Institute (PCI).
 - c. Consultant personnel engaged in paint and coating inspection shall be certified by the National Association of Corrosion Engineers (NACE) Certified Coating Inspector – Level 3.
 - d. Consultant personnel engaged in Welding Engineering shall have a minimum of ten years experience in this area and shall have a BS degree in either Welding or Metallurgical Engineering. Registration as a Metallurgical Engineer by the California Board for Professional Engineers and Land Surveyors is desirable.
 - e. Consultant personnel involved in inspection and testing must demonstrate knowledge of fasteners and fastener installation requirements.
2. **Project Manager** - The Consultant shall provide/appoint a Project Manager to coordinate the Consultant's operations with the Department. The Project Manager shall be a registered Civil Engineer or a registered Metallurgical Engineer in the State of California and knowledgeable of all Department policies and procedures. The Project Manager shall have minimum of three (3) years responsible experience performing the duties as a Project Manager or as a general engineering construction contract manager. The Project Manager shall

ATTACHMENT 1

be accessible to the Department at all times. The Project Manager shall be responsible for all matters related to the Consultant's personnel and operations, including:

- a. Reviewing, monitoring, training and providing general direction.
 - b. Assigning personnel to projects/sites on an as-needed basis in coordination with the Department's Contract Manager.
 - c. Administering personnel leave, subject to the Department's Contract Manager's concurrence.
 - d. Overall supervision and management of the Consultant's personnel.
 - e. During the period of the contract, the Consultant's Project Manager will commit a significant portion of his/her professional efforts to the project.
 - f. Ensuring the Consultant staff has the technical and safety training necessary for work associated with the construction of long span bridges in marine environments. This includes, but is not limited to, confined spaces, deep foundations, elevated platforms, and scaffolds.
 - g. Monitoring the health and safety of personnel working in a hazardous environment (i.e., blood lead levels).
3. In responding to the Department's Task Order and in consultation with the Department, the Consultant Project Manager shall identify the specific individuals proposed for the task and their job assignments. Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified. A Task Lead person (who may be other than the Project Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Task Lead person shall be the primary contact for the assigned Task Order in each respective country and be available for communication with the Department.
 4. After the Department has approved the Consultant's staff proposal and finalization of a Task Order, Consultant may not add or substitute staff without the Department's prior approval. Consultant is required to submit a written request and obtain the Department Contract Manager's prior written approval for any substitutions or alterations to Consultant's originally proposed staff as depicted on Consultant's Organization Chart, which is incorporated here by reference.
 5. The Consultant shall, throughout the life of the contract, retain within its firm or through subconsultants a staff qualified to perform the required tasks. The Department Contract Manager's prior approval is required for any substitutions or additions of personnel identified on the project organization chart or

ATTACHMENT 1

Consultant's cost proposal. Substituted staff is subject to the same classification and qualification requirements as the staff replaced.

6. The responsible engineer or certified technician signing reports and documents or any other deliverable requiring the signature of an engineer or certified technician registered in California shall be currently employed by the Consultant or its subconsultants at the time of deliverable submittal and through the Department's review and acceptance process.
7. Any product or deliverable not fully approved by the Department bearing the signature of the responsible engineer or certified technician no longer employed by the Consultant, shall be replaced by another product or deliverable bearing the signature of a qualified replacement engineer or certified technician. In such an eventuality, no additional time and/or cost will be allowed to the Consultant without prior written approval of the Department's Contract Manager.
8. An engineer or certified technician whose signature appears on any document or deliverable that has not been fully approved by the Department and who is no longer currently employed by the Consultant or its subconsultants shall be replaced with a qualified engineer or certified technician registered in California at no additional cost to the Department.
9. All Consultant work shall be conducted under the direction of a Project Manager who must have the appropriate experience as described above. Reports and studies requiring the engineer or certified technician's signature shall be produced by Consultant staff having appropriate experience and signed by a certified technician or engineer registered in the State of California.

G. Monitor and Review Procedure

1. The Consultant will receive at least two (2) working days advance notice if Consultant's personnel are no longer required for the work or if reassignment of personnel is required.
2. The Department's Functional Manager will have the responsibility of determining and evaluating the quality and quantity of work performed by the Consultant's employees. In the event that the Consultant's employee is not performing satisfactorily, the Department's Contract Manager will notify the Consultant Project Manager as early as possible to allow corrective action by the Project Manager. If the Functional Manager determines that an individual lacks the minimum qualifications, the Department's Contract Manager will be notified and the Consultant's employee may be rejected. Replacement personnel must receive prior approval from the Department's Contract Manager.
3. When required by the Department's Contract Manager, the Consultant Project Manager shall provide a replacement employee until an assigned employee returns to work from an approved leave. The replacement employee shall have

ATTACHMENT 1

the same classification, compatible billing rate and meet or exceed the qualifications and experience level of the previously assigned employee.

4. If required, the Consultant shall perform overtime as approved by the Department's Contract Manager. The Consultant shall request all overtime in writing for review and approval by the Department's Contract Manager prior to commencing overtime work.
5. It is anticipated that variations in the Department's construction contract activities will occur. During the contract, the Department's Functional Manager and/or Department's Contract Manager may reassign the Consultant's employee from a project or office with a low demand activity to assist on another project or office with a high demand activity. The Consultant Project Manager will be notified at least two (2) working days prior to this reassignment.
6. Except for subconsultant employees, all personnel utilized by the Consultant to perform the services described in the Agreement shall be employed by the Consultant. Subcontracting is permitted, subject to approval of Department's Contract Manager and all subconsultant employees shall be identified as such.
7. Resumes containing the qualifications and experience of the Consultant's personnel, which include existing, new, and replacement employees shall be submitted to the Department's Contract Manager for review and approval before assignment of any personnel on a construction project. The review may include interviews.
8. The Consultant may be asked to attend certain special training recommended by Department Functional Manager. On these occasions, with the approval of the Department's Contract Manager, the Department will compensate the Consultant for the training time only. All other costs or fees associated with the training, including, but not limited to, any transportation costs, lodging, meals and incidentals will be the Consultant's responsibility.

H. Equipment Requirement

Field Equipment and Supplies - The Consultant shall have adequate field equipment and supplies to complete the required field material source inspection work. The equipment and supplies for each team shall include, but not be limited to, the following:

- Equipment necessary to perform and interpret Ultrasonic Testing (UT), Radiographic Testing (RT), Penetrant Testing (PT), and Magnetic Particle Testing (MT) as required.
- Office Equipment and Supplies.
- Computers, printers, and plotters.
- Data processing systems.
- Required vehicles maintained and suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all

ATTACHMENT 1

necessary tools, instruments, and supplies required for the efficient operation of an inspection team. Each vehicle shall have an overhead flashing yellow light.

The tools and equipment listed for this contract will be considered as tools of the trade and are not reimbursable. These items are non-negotiable.

I. Work Breakdown Structure (WBS) Codes

100 Project Management
270.35 Sample and Test Construction Material

The most current version of the standard Caltrans' WBS is available on the Internet at: <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

J. Work Guarantee

Department of Transportation does not guaranty, either expressly or by implication, that any work or services will be required under this Agreement.

K. Task Order

1. The following shall apply to negotiated Task Orders:
 - a. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy" See: <http://www.dot.ca.gov/hq/asc/travel/ch12/consultant.htm>.
 - b. However, long term travel as defined in the Caltrans Travel Guide for international travel and per-diem may be compensated as follows:
 - A fixed daily allowance for meals and incidentals (M&I).
 - A fixed monthly travel allowance to compensate for business related transportation expenses.
 - A fixed monthly allowance for lodging.
 - c. The Consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order.
 - d. The Department's Contract Manager prior approval is required for all domestic and/or international travel.

ATTACHMENT 1

L. Consultant Reports and/or Meetings

Consultant Project Manager shall be responsible for drafting of the minutes of the meetings and submit them to the Contact Manager within one week of the meeting for review and comments. Consultant shall distribute final version of meeting minutes within two calendar days of final approval.

M. Office Space

The Department will provide office space in San Francisco-Oakland Bay Area, California, including all utilities, to the consultant staff engaged in the Material Source Inspection services. The Department will also allow key consultant staff to utilize the State Office facilities in Shanghai, China. The consultant, including all sub-consultants, shall disclose information on field office overhead rate and use said field office overhead rate in their cost proposal.

State of California, Department of Transportation (Department)

AGREEMENT NO. _____ **TASK ORDER NO.** _____

DATE:

CONSULTANT FIRM:

PROJECT TITLE:

EXPENDITURE AUTHORIZATION:

I. Task Order Description

(Describe Project. If the Agreement is for a firm fixed price, state whether the task order is for "Additional Design Services" or for "Additional Construction Support Services".)

II. Scope of Services

(Include task order scope of work, expected results, and task order deliverables.)

III. Reports and/or Meetings

Shall be in accordance with Exhibit A of the Agreement.

IV. Period of Performance

Work under this Task Order shall begin on (Date) and terminate on (Date)

V. Task Schedule

(Outline here or attach as separate page.)

VI. Cost

- A. The Consultant will be paid in accordance with Exhibit A, Item II - Task Orders; Exhibit B, Item II, - Compensation & Payments; the Consultant's Cost Proposal referenced as Attachment 2 to this Agreement No. (Insert No.), and with the attached Task Order Cost Estimate.
- B. In addition, the Consultant will be paid for actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Exhibit B, Item II, - Compensation and Payments, Paragraph B, and the Consultant's Cost Proposal referenced as Attachment 2 of this Agreement No. (Insert No.).

State of California, Department of Transportation (Department)

AGREEMENT NO. _____ TASK ORDER NO. _____

C. The total amount payable by the State under this Task Order shall not exceed \$ (AMOUNT).

VII. Project Coordinator

The Project Coordinator from the Department for this Task Order will be

VIII. Conflict of Interest Certification

Department personnel signing below certify that they have read, understand, and will comply with Deputy Directive DD-09-R3 and Government Code 19990 regarding incompatible activities and conflict of interest by State employees.

IX. Approval Signatures

I certify that this Task Order and attachments comply with the provisions of Agreement No. (insert no.) and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.

(Type name)
DEPARTMENT CONTRACT MANAGER

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project.

(Type name)
DEPARTMENT PROJECT MANAGER

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project, and the appropriate Project Manager approval has been obtained.

(Type name)
DEPARTMENT FUNCTIONAL MANAGER

State of California, Department of Transportation (Department)

AGREEMENT NO. _____ TASK ORDER NO. _____

I, type name, certify by signing below that I have read the "Description of Services" for this Agreement and in my expert opinion:

- 1. The work described in this Task Order is included in the required services and
- 2. The work described in this Task Order is an Architectural and Engineering (A&E) service, as defined in Government Code 4525 (d) through (f).

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement No. (Insert No.) between the State of California, Department of Transportation, and (Consultant Name). By signature below, the parties hereto agree that all terms and conditions of this Task Order No. (Insert No.) and Agreement No. (Insert No.) shall be in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(CONSULTANT'S BUSINESS NAME)

By: _____
(Type Name)

By: _____
(Type Name)

Title: _____

Title: _____

- DEPARTMENT SUPERVISING OR PRINCIPAL TRANSPORTATION ENGINEER
- DEPARTMENT SUPERVISING OR PRINCIPAL BRIDGE ENGINEER
- DEPARTMENT SUPERVISING TRANSPORTATION ELECTRICAL ENGINEER
- DEPARTMENT SUPERVISING TRANSPORTATION SURVEYOR
- DEPARTMENT SUPERVISING OR PRINCIPAL LANDSCAPE ARCHITECT
- DEPARTMENT SUPERVISING EQUIPMENT ENGINEER
- DEPARTMENT SUPERVISING MECHANICAL & ELECTRICAL ENGINEER
- DEPARTMENT SUPERVISING TELECOMMUNICATIONS ENGINEER
- DEPARTMENT SUPERVISING ENGINEERING GEOLOGIST
- DEPARTMENT SUPERVISING ENVIRONMENTAL PLANNER
- DEPARTMENT SUPERVISING TRANSPORTATION PLANNER

Date: _____

Date: _____

TASK ORDER REQUEST

Contract Number: _____ Date: _____

Submitted By: _____

Proposed Consultant: _____

Project Description _____

C0-RTE-KP _____ - _____ - _____ Project(s) E.A.: _____

Personnel Needed

_____	Date Needed _____	How long? _____
(Classification)		
Total hours per Consultant _____	Straight Time _____	Overtime _____

_____	Date Needed _____	How long? _____
(Classification)		
Total hours per Consultant _____	Straight Time _____	Overtime _____

_____	Date Needed _____	How long? _____
(Classification)		
Total hours per Consultant _____	Straight Time _____	Overtime _____

_____	Date Needed _____	How long? _____
(Classification)		
Total hours per Consultant _____	Straight Time _____	Overtime _____

Who will supervise the listed personnel? _____

Where do the listed personnel report? _____

Special Conditions or Comments

Requested by:

_____	_____
Name and Title	Date

Approval Recommended:

_____	_____
Name and Title	Date

Approved by:

_____	_____
Name and Title	Date

DEPARTMENT OF TRANSPORTATION CONSULTANT PERSONNEL REQUEST

Date _____ Contract No. _____ Task Order No. _____

From: _____
Consultant Firm

Name/Title of Requestor

To: _____
Contract Manager Name/Title

The Consultant named above hereby requests the Department of Transportation (Department) Contract Manager's approval for the staff actions listed below. A Standard Form 330, or a Resume for each individual listed is attached.

EMPLOYEE NAME	TITLE/ CLASSIFICATION	HOURLY RATE	LOADED RATE	TO	FROM	HOURS	ACTIVITY

REASON:

APPROVALS

CONSULTANT PROJECT MANAGER

DATE

DEPARTMENT CONTRACT MANAGER

DATE

NOTE: THE APPROVED FORM SHALL BE INCLUDED WITH YOUR INVOICE COST DECLARATIONS

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007)

A. Designation Of Option - Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

OPTION A - I commit to meeting the full DVBE Agreement participation requirement.

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION B - I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.

Complete: STD. 840, Section A (check the box on this form), STD. 840, Section B (for GFE Steps 1 & 2), STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION C - I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 - Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted	Telephone Number
Describe Result	

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. Attach screen print(s) of Web Results for verification.

Other State Agency - Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT OR ONLINE SEARCH	Date	Telephone Number	Contact Name	<input type="checkbox"/> I contacted the OSDS for a list of California certified DVBEs.
	/ /	(916) 375-4940		
	Date	Internet Address		<input type="checkbox"/> I searched the OSDS online database to identify California certified DVBEs.
	/ /	www.pd.dgs.ca.gov/smbus		
Describe Result				

Federal Agency - U.S. Small Business Administration (SBA) online database

Date	Internet Address	<input type="checkbox"/> I searched the federal online database for California DVBEs.
/ /	www.ccr.gov/	
Describe Result		

Local DVBE Organizations - Contact at least one local DVBE organization - refer to the DVBE Resource Packet for a list of acceptable contacts. (www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet")

Date	Organization Name	Contact Name	Telephone Number and/or Internet Address
/ /			() - www.
Describe Result			

Date	Organization Name	Contact Name	Telephone Number and/or Internet Address
/ /			() - www.
Describe Result			

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

OPTION A – I commit to meeting the full DVBE Agreement participation requirement.

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.

Complete: STD. 840, Section A (check the box on this form), STD. 840, Section B (for GFE Steps 1 & 2), STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted	Telephone Number
----------------	------------------

Describe Result

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT	Date	Telephone Number	Contact Name	<input type="checkbox"/> I contacted the OSDS for a list of California certified DVBEs.
OR	/ /	(916) 375-4940		

ONLINE SEARCH	Date	Internet Address	<input type="checkbox"/> I searched the OSDS online database to identify California certified DVBEs.
	/ /	www.pd.dgs.ca.gov/smbus	

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date	Internet Address	<input type="checkbox"/> I searched the federal online database for California DVBEs.
/ /	www.ccr.gov/	

Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (www.pd.dgs.ca.gov/smbus – select "DVBE Resource Packet")

Date	Organization Name	Contact Name	Telephone Number and/or Internet Address
/ /			() - www.

Describe Result

Date	Organization Name	Contact Name	Telephone Number and/or Internet Address
/ /			() - www.

Describe Result

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification	Summary Description of Work	%of Total Work	Good Standing?	51% Rental
Alta Vista Solutions, Pat Lowry, PE, P: (916) 683-7229 F: (901) 684-6566	9999 Cedarview Way Elk Grove, CA 95758 PatL@altavistasolutions.com	DVBE, SBE	SMR, Source Inspection, Claims Support	5%	Yes	N/A
Chaudhary & Associates, Arvin Chaudhary, PE, P: (707) 255-2729 F: (707) 255-5021	851 Napa Valley Corporate Way, Suite G Napa, CA 94558-7551 Arvin@chaudhary.com	SBE	Concrete Inspection Services	10%	Yes	N/A
Consolidated Engineering Laboratories, Cal Dickerman, P: (925) 314-7100 F: (925) 855-7140	2001 Crow Canyon Road, Suite 100 San Ramon, CA 94583 cd@ca-labs.com	None	Welding Inspection, Concrete Inspection / Sampling and Testing, Reinforcing Steel Sampling and Testing, NDT Inspection	2%	Yes	N/A
Darling Environmental Surveying, Mike Mullet, P: (520) 298-2725 F: (520) 298-2767	1650 North Kolb Road, Suite 136 Tucson, AZ 85715 mike@darling.com	None	Dimensional Verification	1%	Yes	N/A
Entech Northwest, Michelle Jones, P: (951) 506-0055 F: (951) 506-0102	43410 Business Park Drive Temecula, CA 92590 mjones@entechnorthwest.com	SBE, DBE	Inspection Services	5%	Yes	N/A
Lisin Metallurgical Services, Mark Lisin, PE, P: (503) 657-0557 F: (503) 657-6207	2335 SE Harrison Milwaukie, OR 97222 Mark@lismet.com	None	Metallurgical Engineering Services	2%	Yes	N/A
Ninyo & Moore, Cheryl Hayame, P: (510) 633-5640 F: (510) 633-5646	1956 Webster Street, Suite 400 Oakland, CA 94612 chayame@ninyoandmoore.com	None	Materials Testing, Source Inspection, NDT Testing and Inspection Services	3%	Yes	N/A
NDTS, Inc., Robert Bills, P: (616) 891-3570 F: (616) 891-3565	8181 Broadmoor SE Caledonia, MI 49318 rbills@ndtg.net	None	Materials Testing, Source Inspection, NDT Testing and Inspection Services	3%	Yes	N/A
Richard Brady & Associates, Melissa Sayers, P: (858) 496-0500 F: (858) 496-0505	3710 Ruffin Road San Diego, CA 92123 msayers@rbrady.net	SBE, DBE	SMR Services, Inspection Services	10%	Yes	N/A
Rager Consulting, Donald Rager, P: (804) 472-5742 F: (804) 472-4680	P.O. Box 200 Coles Point, VA US 22442-0200 ddrager@ragerconsulting.com	None	Welding Engineering, Expert Testimony, Claims Support	1%	Yes	N/A
SGS (CHINA), Parkson Zhu, P: 86 (0)21 6140 2666 ext. 2408 F: 86 (0)21 6495 2392	SGS- Shanghai Branch 1/F, 4/F, 6/F, 7/F, 8/F, 9/F, 10/F 3rd Building, No. 889 Yishan Road Xuhui District, Shanghai, China 200233 Parkson.Zhu@sgs.com	None	Materials Testing and Inspection Services	2%	Yes	N/A
Signet Testing Labs, Carey Burke, P: (510) 897-8484 F: (510) 783-4295	3121 Diablo Avenue Hayward, CA 94545 Carey_Burke@URSCorp.com	None	Concrete and Welding Inspection and Material Testing Services	4%	Yes	N/A

