STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (rev 9/01)
Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 2/13/13

Department Of Transportation

AGREEMENT NUMBER	REGISTRATION NUMBER
03A2086	

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

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

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

2. The term of this Agreement is from **May 1, 2013** or upon Caltrans approval, whichever is later, through **December 31, 2017**.

3. The maximum amount of this Agreement is: **$12,000,000.00**
Twelve Million Dollars and No Cents.

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

Exhibit A – Scope Of Work And Deliverables	4	Pages
Exhibit B – Budget Detail And Payment Provisions	7	Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1	Page
Exhibit D – Special Terms And Conditions	27	Pages
Exhibit E – Additional Provisions	10	Pages
Exhibit F – Prevailing Wage Requirements	7	Pages
Davis - Bacon Wage Determination	37	Pages
Attachment 1 – Scope Of Work	30	Pages
Attachment A - Project List North Area	1	Page
Attachment 2 – Cost Proposal	65	Pages
Attachment 3 – Sample Task Order Format	5	Pages
Attachment 4 – ADM 0227f DBE Participation Form	1	Page
Attachment 5 – ADM-3069 Disadvantaged Business Enterprises Utilization Report	2	Pages

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

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

CONTRACTOR (herein referred to as "the Consultant")

CONSULTANT'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Vali Cooper & Associates, Inc.

BY *(Authorized Signature)*
DATE SIGNED *(Do not type)* 04/23/13

PRINTED NAME AND TITLE OF PERSON SIGNING
AGNES E. WEBER - PRESIDENT

ADDRESS
1760 Creekside Oaks Drive, Suite 140, Sacramento, CA 95833

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation

BY *(Authorized Signature)*
DATE SIGNED *(Do not type)* 4/24/13

PRINTED NAME AND TITLE OF PERSON SIGNING
LIZ SALINAS, Branch Chief

13 FEB 5P 6N 15: 13

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

CONTRACT MANAGEMENT
OFFICE
RECEIVED

California Department of General Services Use Only

☒ Exempt per: PCC 10430(d)

STATE OF CALIFORNIA

Department Of Transportation

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Vali Cooper & Associates, Inc.

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PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1760 Creekside Oaks Drive, Suite 140, Sacramento, CA 95833

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

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

PRINTED NAME AND TITLE OF PERSON SIGNING

LIZ SALINAS, Branch Chief

ADDRESS

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

California Department of General Services Use Only

☒ Exempt per: PCC 10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall perform professional and technical services required for Construction Engineering and Construction Inspection Support Services, Materials Sampling and Testing Services, and Claims Support Services on an "as-needed" basis throughout California Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, and Plumas Counties.

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

B. The services shall be performed in Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, and Plumas Counties.

C. This Agreement will commence on **May 1, 2013** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **December 31, 2017**. Services shall be provided during normal working hours Monday through Friday, except holidays unless otherwise specified in a Task Order. The parties may amend this Agreement as permitted by law.

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

THE DEPARTMENT		THE CONSULTANT	
Caltrans Contract Manager: James Picard		Consultant Contract Manager: Rick Kaufman	
District/Division:	District 3 North Region Construction	Office/Branch:	
Address:	703 B Street	Address:	1760 Creekside Oaks Dr., Ste. 140
	Marysville, CA 95901		Sacramento, CA 95833
Phone:	(530) 741-4185	Phone:	(916) 925-0952
Fax:	(530) 741-5716	Fax:	(916) 925-0954
e-mail:	James_Picard@dot.ca.gov	e-mail:	rick.kaufman@valicooper.com

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

E. Work Guarantee

Caltrans 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), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

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

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

III. CONSULTANT REPORTS AND/OR MEETINGS

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

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

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

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

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

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

II. COMPENSATION AND PAYMENT

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

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

C. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

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

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

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

2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

G. Progress payments:

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

2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

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

H. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

K. 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 Caltrans Contract Manager.

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

DEPARTMENT OF TRANSPORTATION
District 3-North Region Construction
Attn: James Picard, Contract Manager
703 B Street
Marysville, CA 95901

M. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order. If Caltrans does not receive invoices from the Consultant by the required deadline, Caltrans may reduce the payment on the invoice based

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

on the formula set forth in Government Code 927.6 to offset in part the loss of federal funds encumbered for this Agreement.

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

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

P. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed **$12,000,000.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

Q. 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.

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

S. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Caltrans, at its sole discretion, may review and/or audit and approve CPA ICR documentation. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

report shall be incorporated into the Agreement by this reference if directed by Caltrans at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement, per Exhibit D, section III.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

Indemnification

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

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

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

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

II. DISPUTES

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.

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

III. TERMINATION

This section regarding termination is in addition to GTC 610.

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

General Conditions

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

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

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

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

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

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

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

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

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

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

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XI. NON-DISCRIMINATION

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

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

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XII. RETENTION OF RECORD/AUDITS

A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

XIII. SUBCONTRACTING

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

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obligation from the State's obligation to make payments to the Consultant.

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

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

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

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

XIV. EQUIPMENT PURCHASE

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

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

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

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information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of $5,000.00 or more. In addition, theft-sensitive items of equipment costing less than $5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.

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

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

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

XV. INSPECTION OF WORK

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

XVI. SAFETY

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

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

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

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

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XVII. INSURANCE

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

B. Required Coverages and Limits:

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

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

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

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

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

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

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

   $1,000,000 per occurrence

   $2,000,000 products completed operations aggregate

   $2,000,000 general aggregate

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

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

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

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

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

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

5. Professional Liability insurance with limits no less than:

   $1,000,000 per claim

   $2,000,000 in the aggregate

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

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

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

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

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

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

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

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

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

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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

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

A. Ownership of Work Product and Rights

1. Ownership of Work Product

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

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

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

2. Vesting of Copyright Rights

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

B. Inventions

1. Vesting of Patent Rights

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

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

2. Agency

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

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3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

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

XIX. OWNERSHIP OF DATA

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

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B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

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

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

XX. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

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

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

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

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

XXI. CONFIDENTIALITY OF DATA

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

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

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

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

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

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

XXVI. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed above or if no Standards listed,

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will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of this Agreement's Scope of Work, working on similar, successfully completed projects per defined requirements in the contracts for the similar projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in this Agreement, the Consultant shall inform the Caltrans Contract Manager of the better standard or practice. The Caltrans Contract Manager, in his/her sole discretion, shall decide whether to adopt the recommended standard or practice in performance of the Scope of Work under this Agreement.

XXVII. EVALUATION OF CONSULTANT

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

XXVIII. 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.

XXIX. DEBARMENT AND SUSPENSION CERTIFICATION

A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

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

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3. Does not have a proposed debarment pending; and

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

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

XXX. CONFLICT OF INTEREST

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

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

C. The Consultant hereby certifies that neither the Consultant, 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.

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.

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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. The Consultant and subconsultants shall not compete for nor be awarded a contract for the provision of any services, procurement of goods or supplies, or any other action, which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

G. 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.

XXXI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XXXII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

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

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

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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.

XXXIII. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (DEC. 2007)

A. Definition

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

B. Code of Business Ethics and Conduct

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

a. Have a written code of business ethics and conduct; and

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b. Provide a copy of the code to each employee engaged in performance of the contract.

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

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

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

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

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D. Subcontracts

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

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

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

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

II. NON-DISCRIMINATION

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

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

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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IV. INFORMATION AND REPORTS

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

V. SANCTIONS FOR NONCOMPLIANCE

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

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

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

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant procurement as the State Department of Transportation or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to

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protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

FM 94 1984M

EXHIBIT E
ADDITIONAL PROVISIONS

I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR DBE PARTICIPATION

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

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

C. The contract goal for DBE participation for this Agreement is seventeen percent (**17**) %. Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.

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

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

II. SUBCONSULTANTS

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

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

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

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

B. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

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

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

IV. EXCLUSION OF RETENTION

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

VI. DBE RECORDS

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

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

VII. DBE SUBSTITUTIONS

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

IX. DBE ELIGIBILITY

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

B. Credit for DBE Prime Consultants

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

C. Credit for Material or Supplies

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

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

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

X. TERMINATION OF DBE

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

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

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

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

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 Officer. (http://www.dot.ca.gov/hq/construc/LaborCompliance/LCO_District_Map.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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.

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 Caltrans 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 Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, 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 Caltrans 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 Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

5. The Consultant shall inform Caltrans 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 Caltrans, 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 Caltrans 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 Caltrans 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.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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 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,

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining 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, Caltrans 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 Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans 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 Caltrans.

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) hours in any week, at

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

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.

II. FEDERAL PREVAILING WAGES

A. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

B. Federal Requirements

1. Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

2. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.

C. 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 Caltrans Contract Manager.

D. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

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

DAVIS BACON WAGE DETERMINATION

CA120009 MOD 13 LAST MODIFICATION CA9
****THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR****
General Decision Number: CA120009 11/16/2012

Superseded General Decision Number: CA20100009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge
work); HEAVY CONSTRUCTION PROJECTS (does not include water well
drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	01/27/2012
4	03/02/2012
5	04/13/2012
6	06/01/2012
7	07/13/2012
8	08/03/2012
9	09/07/2012
10	09/14/2012
11	09/28/2012
12	10/19/2012
13	11/16/2012

ASBE0016-001 04/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA
CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,
MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,
SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, &
YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings,		

DAVIS BACON WAGE DETERMINATION

Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 52.20 18.47
Area 2.....$ 40.55 18.47

ASBE0016-007 01/01/2012

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 30.53 6.75

BOIL0549-002 01/01/2009

Rates Fringes

BOILERMAKER
(1) Marin & Solano Counties.$ 40.17 22.32
(2) Remaining Counties.....$ 37.01 22.25

BRCA0003-001 06/01/2011

Rates Fringes

MARBLE FINISHER.....$ 28.02 12.22

BRCA0003-004 05/01/2011

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

Rates Fringes

BRICKLAYER
AREA 1.....$ 35.11 18.99
AREA 2.....$ 39.85 22.00

SPECIALTY PAY:
(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.
(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.
(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 06/01/2011

Rates Fringes

TERRAZZO FINISHER.....$ 30.30 13.77
TERRAZZO WORKER/SETTER.....$ 39.30 21.20

DAVIS BACON WAGE DETERMINATION

BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1	$ 21.21	10.01
Area 2	$ 21.26	12.44
Area 3	$ 21.44	12.31
Area 4	$ 20.93	11.79
Tile Layer		
Area 1	$ 36.08	11.95
Area 2	$ 34.41	13.68
Area 3	$ 38.61	13.73
Area 4	$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 06/01/2011

	Rates	Fringes
MARBLE MASON	$ 39.22	18.68

CARP0034-001 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician	$ 37.75	28.88
Diver standby	$ 42.53	28.88
Diver Tender	$ 41.53	28.88
Diver wet	$ 85.06	28.88
Manifold Operator (mixed gas)	$ 46.53	28.88
Manifold Operator (Standby)	$ 41.53	28.88

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

DAVIS BACON WAGE DETERMINATION

CARP0034-003 07/01/2012

	Rates	Fringes
Piledriver	$ 37.75	28.88

CARP0035-001 08/01/2012

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an
including highway 49 and the territory inside the city limits
of Placerville), WESTERN PLACER (Territory west of and
including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 38.50	26.12
Area 3	$ 33.12	26.12
Area 4	$ 31.77	26.12
Drywall Stocker/Scrapper		
Area 1	$ 19.25	15.03
Area 3	$ 16.56	15.03
Area 4	$ 15.89	15.03

CARP0035-009 07/01/2012

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP0035-010 07/01/2012

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 22.61	16.71
Installer II	$ 19.18	16.71
Lead Installer	$ 26.06	17.21
Master Installer	$ 30.28	17.21

DAVIS BACON WAGE DETERMINATION

Area 2
Installer I.....$ 19.96 16.71
Installer II.....$ 17.01 16.71
Lead Installer.....$ 22.93 17.21
Master Installer.....$ 26.56 17.21
Area 3
Installer I.....$ 19.01 16.71
Installer II.....$ 16.24 16.71
Lead Installer.....$ 21.81 17.21
Master Installer.....$ 25.23 17.21

CARP0046-001 07/01/2012

El Dorado (West), Placer (West), Sacramento and Yolo Counties

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2012

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 31.42 25.68
Journeyman Carpenter.....$ 31.27 25.68
Millwright.....$ 33.77 27.27

CARP0152-003 07/01/2012

Amador County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 31.42 25.68
Journeyman Carpenter.....$ 31.27 25.68
Millwright.....$ 33.77 27.27

CARP0180-001 07/01/2012

DAVIS BACON WAGE DETERMINATION

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP0751-001 07/01/2012

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 38.65	25.68
Journeyman Carpenter	$ 38.50	25.68
Millwright	$ 38.60	27.27

CARP1599-001 07/01/2012

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 31.42	25.68
Journeyman Carpenter	$ 31.27	25.68
Millwright	$ 33.77	27.27

ELEC0006-002 12/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 30.12	3%+13.70
Technician	$ 34.29	3%+13.70

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

DAVIS BACON WAGE DETERMINATION

SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0180-001 06/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 42.81	22.161
ELECTRICIAN	$ 42.81	22.161

ELEC0340-002 12/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer	$ 24.13	3%+10.65
Sound & Communications Technician	$ 27.75	3%+10.65

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

DAVIS BACON WAGE DETERMINATION

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 12/01/2011

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,
EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA
(West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	$ 38.93	17.67
Sierra Army Depot, Herlong..	$ 48.66	3%+13.25
Tunnel work.....	$ 40.88	3%+13.25

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

DAVIS BACON WAGE DETERMINATION

	Rates	Fringes
ELECTRICIAN.....	$ 35.40	13.02+3%

ELEC0551-004 06/01/2012

DAVIS BACON WAGE DETERMINATION

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	14.63

ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 30.02	14.45

ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 42.27	13.54
(3) Tree Trimmer	$ 29.70	9.94
(4) Line Equipment Man	$ 36.35	10.85
(5) Powdermen, Jackhammermen	$ 31.90	10.00
(6) Groundman	$ 29.59	10.24

ELEC1245-004 06/01/2012

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 39.09	12.97
(3) Groundman	$ 29.91	12.70
(4) Powderman	$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC	$ 57.29	23.535

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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* ENGI0003-008 07/01/2012

DAVIS BACON WAGE DETERMINATION

Rates Fringes

Dredging: (DREDGING:
CLAMSHELL & DIPPER DREDGING;
HYDRAULIC SUCTION DREDGING:)
AREA 1:
(1) Leverman.....$ 39.68 25.69
(2) Dredge Dozer; Heavy
duty repairman.....$ 34.72 25.69
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 33.60 25.69
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 33.60 25.69
AREA 2:
(1) Leverman.....$ 41.68 25.69
(2) Dredge Dozer; Heavy
duty repairman.....$ 36.72 25.69
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 35.60 25.69
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 32.30 25.69

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

DAVIS BACON WAGE DETERMINATION

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part
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* ENGI0003-018 06/25/2012

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

DAVIS BACON WAGE DETERMINATION

Rates Fringes

OPERATOR: Power Equipment
(AREA 1:)
GROUP 1.....$ 37.77 25.16
GROUP 2.....$ 36.24 25.16
GROUP 3.....$ 34.76 25.16
GROUP 4.....$ 33.38 25.16
GROUP 5.....$ 32.11 25.16
GROUP 6.....$ 30.79 25.16
GROUP 7.....$ 29.65 25.16
GROUP 8.....$ 28.51 25.16
GROUP 8-A.....$ 26.30 25.16

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)
GROUP 1
Cranes.....$ 38.65 25.16
Oiler.....$ 29.39 25.16
Truck crane oiler.....$ 31.68 25.16
GROUP 2
Cranes.....$ 36.89 25.16
Oiler.....$ 29.18 25.16
Truck crane oiler.....$ 31.42 25.16
GROUP 3
Cranes.....$ 35.14 25.16
Hydraulic.....$ 30.79 25.16
Oiler.....$ 28.90 25.16
Truck Crane Oiler.....$ 31.18 25.16

OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 38.99 25.16
Oiler.....$ 29.73 25.16
Truck crane oiler.....$ 32.01 25.16
GROUP 2
Lifting devices.....$ 37.17 25.16
Oiler.....$ 29.46 25.16
Truck Crane Oiler.....$ 31.76 25.16
GROUP 3
Lifting devices.....$ 35.49 25.16
Oiler.....$ 29.24 25.16
Truck Crane Oiler.....$ 31.47 25.16
GROUP 4
Lifting devices.....$ 33.72 25.16
GROUP 5
Lifting devices.....$ 32.42 25.16
GROUP 6
Lifting devices.....$ 31.08 25.16

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 39.62 25.16
Oiler.....$ 30.07 25.16
Truck Crane Oiler.....$ 32.30 25.16
GROUP 2
Cranes.....$ 37.85 25.16
Oiler.....$ 29.80 25.16
Truck Crane Oiler.....$ 32.08 25.16
GROUP 3
Cranes.....$ 36.37 25.16
Hydraulic.....$ 31.42 25.16
Oiler.....$ 29.58 25.16
Truck Crane Oiler.....$ 31.81 25.16
GROUP 4
Cranes.....$ 34.35 25.16
GROUP 5
Cranes.....$ 33.05 25.16

OPERATOR: Power Equipment
(Tunnel and Underground Work

DAVIS BACON WAGE DETERMINATION

- AREA 1:)

SHAFTS, STOPES, RAISES:

GROUP 1	$ 33.87	25.16
GROUP 1-A	$ 36.34	25.16
GROUP 2	$ 32.61	25.16
GROUP 3	$ 31.28	25.16
GROUP 4	$ 30.14	25.16
GROUP 5	$ 29.00	25.16

UNDERGROUND:

GROUP 1	$ 33.77	25.16
GROUP 1-A	$ 36.24	25.16
GROUP 2	$ 32.51	25.16
GROUP 3	$ 31.18	25.16
GROUP 4	$ 30.04	25.16
GROUP 5	$ 28.90	25.16

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete

DAVIS BACON WAGE DETERMINATION

pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743

DAVIS BACON WAGE DETERMINATION

series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

DAVIS BACON WAGE DETERMINATION

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator
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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

DAVIS BACON WAGE DETERMINATION

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

DAVIS BACON WAGE DETERMINATION

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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* ENGI0003-019 06/25/2012

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 28.64	23.75
AREA 2	$ 30.64	23.75
GROUP 2		
AREA 1	$ 25.04	23.75
AREA 2	$ 27.04	23.75
GROUP 3		
AREA 1	$ 20.43	23.75
AREA 2	$ 22.43	23.75

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

DAVIS BACON WAGE DETERMINATION

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

DAVIS BACON WAGE DETERMINATION

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	16.345
Ornamental, Reinforcing and Structural	$ 33.00	24.985

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2011

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL

DAVIS BACON WAGE DETERMINATION

NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND
YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 18.68	8.15
LABORER (Lead Removal)		
Area A	$ 36.25	7.79
Area B	$ 35.25	7.79

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO
& SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN,
SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA
COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 26.89	14.93
Area B	$ 25.89	14.93
Traffic Control Person I		
Area A	$ 27.19	14.93
Area B	$ 26.19	14.93
Traffic Control Person II		
Area A	$ 24.69	14.93
Area B	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

DAVIS BACON WAGE DETERMINATION

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL
DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,
MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA A:)
Construction Specialist
Group.....$ 27.84 15.82
GROUP 1.....$ 27.14 15.82
GROUP 1-a.....$ 27.36 15.82
GROUP 1-c.....$ 27.19 15.82
GROUP 1-e.....$ 27.69 15.82
GROUP 1-f.....$ 27.72 15.82
GROUP 1-g (Contra Costa
County).....$ 27.34 15.82
GROUP 2.....$ 26.99 15.82
GROUP 3.....$ 26.89 15.82
GROUP 4.....$ 20.58 15.82
See groups 1-b and 1-d under laborer classifications.
Laborers: (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 26.84 15.82
GROUP 1.....$ 26.14 15.82
GROUP 1-a.....$ 26.36 15.82
GROUP 1-c.....$ 26.19 15.82
GROUP 1-e.....$ 26.69 15.82
GROUP 1-f.....$ 26.72 15.82
GROUP 2.....$ 25.99 15.82
GROUP 3.....$ 25.89 15.82
GROUP 4.....$ 19.58 15.82
See groups 1-b and 1-d under laborer classifications.
Laborers: (GUNITE - AREA A:)
GROUP 1.....$ 28.10 15.82
GROUP 2.....$ 27.60 15.82
GROUP 3.....$ 27.60 15.82
GROUP 4.....$ 27.60 15.82
Laborers: (GUNITE - AREA B:)
GROUP 1.....$ 27.10 15.82
GROUP 2.....$ 26.60 15.82
GROUP 3.....$ 26.01 15.82
GROUP 4.....$ 25.89 15.82
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 27.14 15.82
GROUP 2.....$ 26.99 15.82
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 26.14 15.82
GROUP 2.....$ 25.99 15.82
Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 26.89 15.82

DAVIS BACON WAGE DETERMINATION

(2) Establishment Warranty
Period.....$ 20.58 15.82
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)
(1) New Construction.....$ 25.89 15.82
(2) Establishment Warranty
Period.....$ 19.58 15.82

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and

DAVIS BACON WAGE DETERMINATION

explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material

DAVIS BACON WAGE DETERMINATION

cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 33.35	16.08
GROUP 2	$ 33.12	16.08
GROUP 3	$ 32.87	16.08
GROUP 4	$ 32.42	16.08
GROUP 5	$ 31.88	16.08
Shotcrete Specialist	$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

DAVIS BACON WAGE DETERMINATION

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender	$ 28.37	14.14

LABO0139-002 07/01/2011

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 30.87	14.52

LABO0185-002 07/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 30.62	14.43

LABO0291-001 07/01/2011

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.87	14.43

PAIN0016-004 01/01/2012

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:	$ 33.09	19.83

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 01/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada
Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains),

DAVIS BACON WAGE DETERMINATION

PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 36.24	18.24

PAIN0016-007 01/01/2012

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra
Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada
Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA
COUNTIES

	Rates	Fringes
Painters:	$ 28.35	15.74

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2012

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 44.87	17.78

PAIN0169-004 01/01/2012

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line
defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER	$ 41.88	20.39

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* PAIN0567-001 01/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN
COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

DAVIS BACON WAGE DETERMINATION

	Rates	Fringes
Painters:		
Brush and Roller	$ 23.68	9.06
Spray Painter & Paperhanger	$ 24.53	9.06

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2012

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN
COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains)
AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER	$ 25.15	11.24

PAIN0567-010 07/01/2012

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN
COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper	$ 27.07	10.57
(2) Steeplejack - Taper, over 40 ft with open space below	$ 28.57	10.57

PAIN0767-004 01/01/2012

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 32.24	18.59

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

DAVIS BACON WAGE DETERMINATION

PAIN1176-001 07/01/2011

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 31.35	11.65
GROUP 2	$ 26.65	11.65
GROUP 3	$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2012

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the
Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;
YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 28.25	16.53

PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties	$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.65	18.56

PLUM0038-002 07/01/2012

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		

DAVIS BACON WAGE DETERMINATION

(1) Work on wooden frame structures 5 stories or less excluding hgih-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....$ 51.00 37.36
(2) All other work - NEW CONSTRUCTION RATE.....$ 60.00 39.94

PLUM0038-006 07/01/2012

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	$ 51.00	29.40

PLUM0228-001 07/01/2012

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	$ 36.20	23.54

PLUM0343-001 07/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	$ 30.60	18.50
All Other Work.....	$ 46.25	26.45

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake
Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

DAVIS BACON WAGE DETERMINATION

Rates Fringes

PLUMBER/PIPEFITTER.....$ 34.60 10.50

PLUM0355-001 07/01/2012

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

Rates Fringes

Underground Utility Worker
/Landscape Fitter.....$ 28.35 8
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* PLUM0442-003 10/01/2012

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

Rates Fringes

PLUMBER.....$ 35.95 23.79

PLUM0447-001 07/01/2012

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO
COUNTIES

Rates Fringes

PLUMBER/PIPEFITTER
Journeyman.....$ 40.02 22.35
Light Commercial Work.....$ 30.48 17.22

ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

Roofer.....$ 33.16 10.90

ROOF0081-007 08/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

Rates Fringes

Roofer.....$ 32.33 11.97

SFCA0483-003 07/30/2012

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

DAVIS BACON WAGE DETERMINATION

Rates Fringes

SPRINKLER FITTER (Fire
Sprinklers).....$ 50.84 23.97

SFCA0669-003 04/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Rates Fringes

SPRINKLER FITTER.....$ 33.03 19.22

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

Rates Fringes

Sheet Metal Worker
Mechanical Contracts
$200,000 or less.....$ 43.32 26.40
All other work.....$ 47.73 26.67

SHEE0104-009 07/01/2012

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

Rates Fringes

SHEET METAL WORKER.....$ 37.81 27.95
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* SHEE0104-010 07/01/2012

AlPINE COUNTY

Rates Fringes

SHEET METAL WORKER.....$ 34.75 25.35

SHEE0104-011 07/01/2012

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

Rates Fringes

Sheet Metal Worker (Metal
decking and siding only).....$ 37.81 27.95

SHEE0104-014 07/01/2012

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates Fringes

SHEET METAL WORKER (Metal
Decking and Siding only).....$ 33.11 29.98

DAVIS BACON WAGE DETERMINATION

SHEE0104-019 07/01/2012

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 29.08	26.14
Mechanical Jobs over $200,000	$ 37.81	27.95

TEAM0094-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.13	22.49
GROUP 2	$ 27.43	22.49
GROUP 3	$ 27.73	22.49
GROUP 4	$ 28.08	22.49
GROUP 5	$ 28.43	22.49

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination

DAVIS BACON WAGE DETERMINATION

bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

DAVIS BACON WAGE DETERMINATION

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

DAVIS BACON WAGE DETERMINATION

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SCOPE OF WORK/DELIVERABLES

Construction Engineering and Construction Inspection Support Services, Materials Sampling and Testing Services, and Claims Support Services On-Call

A. Purpose of Work

The Consultant shall perform professional and technical services required for Construction Engineering and Construction Inspection Support Services, Materials Sampling and Testing Services, and Claims Support Services on an "as-needed" basis to support the Division of North Region Construction (NRC), Capital Outlay Support and Maintenance Programs, District construction projects of State highway, appurtenant structures and facilities, in the development and construction of proposed Caltrans transportation facilities. The Caltrans Contract Manager will assign specific work to the Consultant through the issuance of Task Orders. Consultants will only perform work that is assigned in an authorized Task Order. The Consultant may provide consultant and/or research services to Caltrans, the Division of NRC, Capital Outlay Support and Maintenance Programs, and in District 02.

B. Location of Work

The work shall be performed on projects to improve the Caltrans' transportation system in the following California counties; (Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, and Plumas.. The specific location of the work to be performed will be stated in each Task Order.

C. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide Construction Engineering and Construction Inspection Support Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services, to include all necessary personnel, material, transportation, and the specialized facilities and equipment necessary, to satisfy all appropriate agencies and ensure compliance with all applicable laws, regulations, standards, specifications, and performance standards applicable to the Contractor's services and work product. The Consultant shall perform comprehensive professional and technical services required unless the Scope of Work as specified in the Task Order is expressly limited in scope. Provided in Attachment A, is a list of proposed projects, which have anticipated needs for the Division of NRC Capital Outlay Support and the District 2 Maintenance Program, however, this list is not exclusive. North Region Construction (NRC) includes work on District 1, 2 and 3 Capital Outlay Support projects as well as District Maintenance Program projects for which funding is received. Caltrans reserves the right to add/or delete projects from this list within the jurisdiction of NRC and District 2 and within the aforementioned counties. Caltrans intends to utilize this contract to complete a specific piece of work for each of the projects listed herein utilizing the services detailed by the Scope of Work as specified in the Task Order. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involves a specific project listed herein and

includes part of the work contained in this contract. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects or unlisted projects involving in whole or in part the same work using a project-specific contract. The Consultant may compete for these project-specific contracts.

2. The proposed projects may vary in scope and size, and may encompass any type of improvement to Caltrans' transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, limits, and scope of work to be performed will be described in each Task Order.

3. The Consultant will prepare the required calculations and reports according to Caltrans standards and requirements for the Construction Engineering and Construction Inspection Support services, Construction Material Sampling and Testing Services, and Construction Claims Support services work.

4. The Consultant will be required to work with other Department Functional Units and Permitting Agencies as directed by Caltrans Contract Manager.

5. The Consultant shall work closely with Caltrans Contract Manager, Caltrans Area Construction Engineer and Caltrans Construction Resident Engineer designated in the Task Order.

6. All deliverables and backup documents under this agreement furnished under this Agreement shall be of a quality acceptable to Caltrans' Contract Manager and Caltrans' Task Order Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked for error and conformity to Caltrans standards. The minimum standard of appearance, organization, and content of the drawings, shall be that of similar types produced by and set forth in related Caltrans manuals.

7. The Consultant shall provide a comprehensive Critical Path Method (CPM) schedule to monitor project progress, if specified in the Task Order. The minimum number of task details shall be identified on the Task Order. This schedule shall be updated once a month to show the master schedule and the actual progress schedule.

8. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as Computer Aid Drafting & Design (CADD), support, utilities location support, traffic control, office support, field office support, and meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this contract and (b) the rendering of the services is approved in advance by Caltrans Contract Manager. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this contract. The contract amount spent on such incidental

services must be relatively minor when compared to the professional A&E services performed. The Consultant will not be reimbursed for any non-A&E services provided to Caltrans unless provided in the fashion described herein and included in the executed Task Order. Services to train Caltrans' staff shall not be provided by the Consultant under this contract.

9. Typical duties to be performed by the Consultant's personnel will include, but not be limited to, the following:

   a. Performing the duties of a construction engineer including construction inspection, quantity calculations, checking grade and alignment, materials sampling and control, safeguarding, and assuring compliance with project plans and specifications.
   b. Identifying actual and potential problems associated with the construction project and recommending sound engineering solutions.
   c. Maintaining an awareness of safety and health requirements and assuring compliance with applicable regulations and contract provisions for the protection of the public and project personnel.
   d. Preparing calculations, records, reports, and correspondence related to project activities.
   e. Assisting in the preparation of final As-Built plans at the completion of construction.
   f. Performing construction materials sampling and testing, including plant inspection.
   g. Performing minor construction surveying activities (WBS 270.20.20) such as, but not limited to, barrier rail layout, grades, incidental slope grade check points and shoulder grades as covered under Caltrans Survey Manual, Chapter 12, and Section 1-1 "Responsibilities of Resident Engineer."
   h. Performing claims review and analysis including the development of claim resolution ideas and assistance in writing claim reports following the Caltrans project close-out timelines.
   i. Performing and assisting in all aspects of required office Construction Engineering and Construction Inspection work including setting up and maintaining project files, processing required documents and progress payments, as necessary.
   j. Inspection and compliance monitoring of Storm Water Pollution Prevention Plans (SWPPP)/Best Management Practices (BMP).
   k. Electrical and/or Landscape inspection and compliance monitoring of projects.
   l. Performing review and analysis of Critical Path Method (CPM) schedules and Time Impact Analysis (TIA) submittals, preparing recommendations and presentations to Caltrans Construction Staff on CPM and TIA issues for specific projects.

10. If any laboratory work is to be subcontracted, the Sub-Consultant's laboratory shall meet the same requirements as the Consultant's laboratory.

11. All field and laboratory testing is to be performed in accordance with California Test Methods located at http://www.dot.ca.gov/hq/esc/ctms/index.html, by consultants certified in the appropriate test methods. In addition, equivalent alternatives may be described in each project's "Special Provisions" and will be provided by Caltrans.

D. Workplan Standards Guide Codes

Task Orders are based on Caltrans Workplan Standards Guide (WSG). The latest Work Breakdown Structure (WBS) is found in the Guide to Project Delivery Workplan Standards, which is available from Caltrans Publication Unit and on the Internet at http://www.dot.ca.gov/hq/projmgmt/guidance.htm. All revisions to the current version of the WBS shall apply during the life of this contract. The WBS activities, which represent the potential work activities that may be required of the Consultant under this Agreement include, but are not limited to, the following:

WBS Code	**WBS Description**
100	**PROJECT MANAGEMENT**
CONSTRUCTION OFFICE	
205.35.15	Prepare and Execute Cooperative Agreement for Construction
230.60.	Review and Update Project Information for PS&E Package
255.05.	Circulate & Review Draft PS&E Package
265.25.	Respond to Inquiries & Open Bids
270.10	Construction Staking Package And Control
270.10.1	Construction Staking Package
270.10.2	Project Control For Construction
270.20	Perform Construction Engineering Work
270.20.10	Project Plans, Special Provisions, and Estimate Review
270.20.	Contract Pay Quantities
270.20.	Lines And Grades Control
270.20.25	Contractor's False work Submittals Review
270.20.30	Contractor's Trenching & Shoring Submittals Review
270.20.40	Cost Reduction Incentive Proposals (CRIPS) Review
270.20.4	Contractors' Water Pollution Control Program Review
270.20.5	Technical Support
270.20.9	Other Construction Engineering Products
270.25.05	Secured Lease for Resident Engineer Office Space or Trailer
270.25.10	Set up Construction Project Files
270.25.15	Pre-Construction Meeting

270.25.20 Progress Pay Estimates

WBS Code WBS Description

CONSTRUCTION OFFICE

270.25.25 Weekly Statement of Working Days

270.25.30 Construction Project Files & General Field Office Clerical Work
270.25.35 Labor Compliance Activities
270.25.40 Approved Subcontractor Substitutions
270.25.45 Coordination
270.25.50 Civil Rights Compliance
270.25.99 Other Construction Administration Work Products

285.05.05 Need for Contract Change Order (CCO) Determination
285.05.10 Draft CCO
285.05.15 CCO for Approval
285.10.15 Functional Support
290.05 Analyze Notices of Potential Claims
290.15 Reviewed and Approved Claim Report
290.35 Technical Support
295.15 As-Built Plans
295.20 Project History File
295.25 Final Report

FIELD CONSTRUCTION

200 Utility Coordination
230.60. Review and Update Project Information for PS&E Package

270.20.10 Project Plans, Special Provisions, and Estimate Review
270.20.15 Contract Pay Quantities
270.20.20 Lines and Grades Control
270.20.25 Contractor's False work Submittals Review
270.20.30 Contractor's Trenching & Shoring Submittals Review
270.20.35 Shop Plans Review
270.20.40 Cost Reduction Incentive Proposals (CRIPS) Review
270.20.45 Contractor's Water Pollution Control Program Review

270.25 Construction Contract Administration Work
270.25.15 Pre-Construction Meeting
270.25.20 Progress Pay Estimates
270.25.25 Weekly Statement of Working Days
270.25.30 Construction Project Files and General Field Office Clerical Work
270.25.40 Approved Subcontractor Substitutions

WBS Code	WBS Description
FIELD CONSTRUCTION	
270.25.45	Coordination
270.30	Contract Item Work Inspection
270.30.05	Photographed Jobsite and Contractors' Operations
270.30.10	Inspection of Contractor's Work for Compliance
270.30.15	Contractor's Operations Relative to Safety Requirements Documentation
270.30.20	Daily Diary of Contract Operations
270.30.25	Punch List
270.35.05	Materials Sampling and Testing for Quality Assurance
270.35.10	Plant Inspection for Quality Assurance
270.35.15	Independent Assurance Sampling and Testing
270.35.20	Source Inspection
270.40	Safety and Maintenance Reviews
270.45	Relief from Maintenance
270.55	Final Inspection and Acceptance Recommendation
270.60	Plant Establishment Administration
270.65	TMP Implementation During Construction
270.99	Other Construction & Engineering Contract Administration
285.05	Contract Change Order (CCO) Process
285.05.05	Need for CCO Determination
285.05.10	Draft CCO
285.05.15	CCO Approval
285.05.20	Payments for CCO Work
290.05	Analysis of Notices of Potential Claims
290.10	Supporting Documentation and Respond to Notices of Potential Claims
290.15	Reviewed, and Approved Claim Report
290.20	District Claim Meeting or Board Review
290.25	Arbitration Hearing
290.30	Negotiated Claim Settlement
290.35	Technical Support
295.05	Processed Estimate after Acceptance
295.10	Proposed Final Contract Estimate
295.15	As-built Plans
295.20	Project History File
295.25	Final Report

WBS Code	WBS Description
FIELD CONSTRUCTION	
295.30	Processed Final Estimate
295.99	Other Accept Contract/Prepare Final Construction Estimate and Final Report
CONSTRUCTION LAB	
270.35	Construction Material Sampling and Testing
270.35.05	Materials Sampling and Testing for Quality Assurance
270.35.10	Plant Inspection for Quality Assurance
270.35.15	Independent Assurance Sampling and Testing
270.35.20	Source Inspection
CONTRACT CLAIMS	
290.05	Analysis of Notices of Potential Claims
290.10	Supporting Documentation and Respond to Notices of Potential Claims
290.15	Reviewed, and Approved Claim Report
290.20	District Claim Meeting or Board Review
290.25	Arbitration Hearing
290.30	Negotiated Claim Settlement
290.35	Technical Support

All Construction Inspection and Construction Engineering services associated with structures, including but not limited to, bridges and buildings are specifically excluded from the scope of this Contract.

E. Schedule of Performance/Period of Performance

Task Orders will be issued and executed during the term of this contract. Task Orders shall be completed in the timeframe stated in the Task Order and prior to the expiration of the Contract

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

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

F. Personnel Requirements

The Consultant, including the prime consultant and all subconsultants, shall throughout the life of the contract, retain within its firm, a staff of people who shall be properly licensed and certified in accordance with the laws of the State of California and qualified to perform all aspects of the required Construction Engineering and Construction Inspection Support

Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services work described in this Contract and all work specified in a Task Order.

The Consultant's personnel will be capable, competent, and experienced in performing the types of Construction Engineering and Construction Inspection Support Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services work in this Agreement with minimal instructions.

The Caltrans Contract Manager's prior written approval is required for any substitutions, additions, or alterations to the Consultant's originally proposed staff and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced. The Construction Engineering and Construction Inspection Services staff person shall have significant experience in Construction Engineering and Construction Inspection work involving a similar transportation facility for at least two (2) previous projects, unless otherwise approved by Caltrans' Contract Manager.

1. Consultant Contract Manager:

   The Consultant's Contract Manager shall coordinate the Construction Engineering and Construction Inspection Support Services, Construction Materials Sampling and Testing Services, and Construction Claims Support related matters and Consultant's operations under this Agreement with Caltrans Contract Manager in cooperation with Caltrans Task Order Manager, District/Region Area Construction Engineer, and Materials Lab Supervisor.

   The Consultant's Contract Manager shall be a Registered Professional Engineer licensed in the State of California, with a minimum of ten (10) years of demonstrated experience in Construction Engineering and Construction Inspection Support Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services work.

   The Consultant's Contract Manager will be accessible to Caltrans Contract Manager at all times during normal working hours 8am- 5pm, and be prepared to provide 24/7 support as necessary. In addition to other specified responsibilities, the Consultant's Contract Manager will be responsible for all matters related to the Consultant's personnel, Sub-Consultants, Construction Engineering and Construction Inspection Support Services, Construction Materials Sampling and Testing Services, and Construction Claims Support work, and Consultant's operations including, but not limited to:

   a. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
   b. Assigning personnel to complete the required Task Order work as specified.
   c. Administering personnel actions.

d. Maintaining project files.
e. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
f. Implementing and maintaining quality control procedures to manage conflicts and insure product accuracy and identify critical reviews and milestones.
g. Overseeing that all safety measures are in place.
h. Providing invoices in a timely matter and provide monthly contract expenditures.

2. Consultant Lead Assistant Resident Engineers (LAREs)

The Consultant's Lead Assistant Resident Engineers shall be a Registered Professional Engineer licensed in the State of California.

LAREs shall be knowledgeable and experienced in the following:

a. Equipment used in inspection, surveying, and construction office engineering.
b. Computers, computer applications, and computer software programs such as Microsoft Word, Microsoft Excel, or equivalent.
c. Principles of effective communication and supervision.
d. A lead worker's role in safety matters.
e. Minimum three (3) years of construction inspection experience with minimum one (1) year role as a lead worker.

3. Consultant Assistant Resident Engineers (AREs)

Consultant's personnel assigned to assist Caltrans Resident Engineer (RE) in all aspects of required field and office construction engineering work, including but not limited to inspection of construction operations, inspection of traffic control system compliance, CCO preparation, review and analysis, Critical Path Method Schedule analysis, and Water Pollution Control Program (Storm Water Pollution Prevention Plan) enforcement. AREs shall be knowledgeable and experienced in equipment used in inspection, surveying, and construction office engineering, computers, computer applications, and computer software programs such as Microsoft Word and Microsoft Excel, and in principles of effective communication and supervision, and have the following minimum qualifications:

At least four (4) years of construction engineering experience on highway or major public works projects performing the duties described above. A four-year degree from an accredited college in the field of civil or transportation engineering may be substituted for two (2) years of the required experience.

4. Consultant Construction Office Engineers (COEs)

COEs shall be capable of assisting Caltrans Resident Engineer in all aspects of required office construction engineering work including setting up and maintaining project files, writing contract change orders, processing required documents and progress payments, as necessary.

Construction Office Engineers shall be knowledgeable in computer applications, and computer software programs such as Microsoft Word and Microsoft Excel, and shall have the following minimum qualifications:

At least four (4) years of construction engineering experience on highway or major public works projects performing the duties described above. A four-year degree from an accredited college in the field of civil or transportation engineering may be substituted for two (2) years of the required experience.

5. Consultant Plant Inspectors shall:

a. Have knowledge of physical properties and uses of engineering construction materials used in state transportation projects.
b. Have familiarity with weighing and batching equipments.
c. Have knowledge of how materials are placed, sampled, and tested.
d. Have knowledge of construction contract documents including Plans and Specifications.
e. Have knowledge of the Standard Specifications and Special Provisions relating to material testing.
f. Have knowledge of sampling and testing frequencies shown in the Construction Manual, in the QC/QA procedures, or as outlined in the Special Provisions.
g. Ability to interpret material test data and visually recognize basic material properties throughout production and placement.
h. Ability to work independently, make clear recommendations, prepare concise reports/documentation, and work constructively with others.
i. Have analytical determination of material acceptability and interpretation of material problems.
j. Have current certifications require by Caltrans in the testing procedures before execution of the contract agreement and prior to that individual's performance of any Field or Laboratory work that requires certification. Common test methods that require certification include, but not limited to, the following California Test Methods: 105, 109, AG125, AC125, PC125, MS125, 201, 202, 217, 226, and 227.
k. Have current certification of Defensive Driving Training.

6. Consultant Field Material Testers shall:

a. Have knowledge of materials used in state transportation projects.

b. Have knowledge of how materials are placed, sampled, and tested.
c. Have knowledge of construction contract documents including plans and specifications.
d. Have knowledge of the Standard Specifications and Special Provisions relating to material testing.
e. Have knowledge of field testing frequencies shown in the Construction Manual, in the QC/QA procedures, or as outlined in the Special Provisions.
f. Have ability to interpret material test data and visually recognize basic material properties throughout production and placement.
g. Have ability to work independently, to make clear recommendations, to prepare concise reports/documentation, and work constructively with others.
h. Have analytical determination of material acceptability and interpretation of material problems.
i. Have certification of Nuclear Gauge Operator Training.
j. Have current certification of Defensive Driving Training.
k. Have current certifications required by Caltrans in the testing procedures before execution of the contract agreement and prior to that individual's performance of any Field or Laboratory work that requires certification. Common test methods that require certification include, but not limited to,
the following California Test Methods: 105, AG125, AC125, PC125, MS125, 201, 202, 216, 231, 375, 523, 524, 533, 539, and 540.

7. Claim Analyst, Lead Assistant to Resident Engineers shall be a registered Civil Engineer in the State of California.

Claim Analyst shall be knowledgeable and experienced in the following:

a. Examines proposed final estimates (PFE) for contract compliance.
b. Assists the Resident Engineer (RE) in preparing Claim Settlement Request Memoranda and Construction Claim Findings Reports as appropriate.
c. Prepares RE’s for District Claim meetings and Board of Review meetings as appropriate.
d. Assures uniform district construction administration of contracts and coordinates with other functions concerning plans, specifications, and construction methods.
e. Computers, computer applications, and computer software programs such as Microsoft Word, Microsoft Excel, Power Point or equivalents.
f. Principles of effective communication and supervision.
g. Minimum five (5) years of construction claims experience.

8. Claims Schedule Analyst

Claims Scheduling Analyst shall be knowledgeable and experienced in the following:

a. Assists in analyzing construction claims as it relates to contract scheduling issues and recommends actions as requested by the District Division Chief's Board of Review, Office of Construction Engineering and Management, or Legal Division for arbitration.
b. Provides technical data, analysis, reports, and recommendations for claims resolution to the District Division Chief, Construction.
c. Assures that schedule claims are accurately and promptly prepared and presented, and are handled expeditiously.
d. Assures uniform district construction administration of contracts and coordinates with other functions concerning plans, specifications, and construction methods.
e. Computers, computer scheduling applications, and computer software programs such as Microsoft Schedule, Primavera, P6 or equivalent.
f. Principles of effective communication and supervision.
g. Minimum five (5) years of construction scheduling experience.

9. Consultant Personnel and Team Member Qualifications

a. Typical duties to be performed by the Consultant’s personnel will include but not be limited to the following:

i. Performing the duties of a construction engineer including construction inspection, quantity calculations, checking grade and alignment, materials sampling and control, safeguarding, and assuring compliance with project plans and specifications.

ii. Identifying actual and potential problems associated with the construction project and recommending sound engineering solutions.

iii. Maintaining an awareness of safety and health requirements and assuring compliance with applicable regulations and contract provisions for the protection of the public and project personnel.

iv. Preparing calculations, records, reports, and correspondence related to project activities.

v. Assisting in the preparation of final As-Built plans at the completion of construction.

vi. Performing construction materials sampling and testing, including plant inspection.

vii. Performing minor construction surveying activities (WBS 270.20.20) such as, but not limited to, barrier rail layout, grades, incidental slope grade check points and shoulder grades as covered under Caltrans

Survey Manual, Chapter 12, and Section 1-1 "Responsibilities of Resident Engineer."

viii. Performing claims review and analysis including the development of claim resolution ideas and assistance in writing claim reports following the Caltrans project close-out timelines.

ix. Performing and assisting in all aspects of required office construction engineering work including setting up and maintaining project files, processing required documents and progress payments, as necessary.

x. Inspection and compliance monitoring of Storm Water Pollution Prevention Plans.

xi. Electrical and/or Landscape inspection and compliance monitoring of projects.

xii. Performing review and analysis of Critical Path Method (CPM) schedules and Time Impact Analysis (TIA) submittals, preparing recommendations and presentations to Caltrans Construction Staff on CPM and TIA issues for specific projects.

In addition to the above requirements, Electrical and Landscape Architect Inspectors shall be licensed or have an Engineer-in-Training certificate.

The Consultant's personnel assigned to perform materials testing shall have the following minimum qualifications:

a. Technicians performing tests should preferably be NICET certified at Level II or higher in the appropriate Construction Materials Testing field or be certified by another organization acceptable to Caltrans (such as the American Concrete Institute and the International Conference of Building Officials).

b. Material Testers and Plant Inspectors shall possess certifications required for Caltrans projects prior to starting work and be capable of assisting Caltrans Resident Engineer in all aspects of material testing and plant inspection work.

The Consultant team member shall be capable of assisting the Consultant's Contract Manager in all aspects of the required work. The Consultant team member professional qualification will be specified in each Task Order.

10. In responding to Caltrans Task Order and in consultation with Caltrans, the Consultant's Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified.

11. After Caltrans approval of the Consultant's staff proposal, the Consultant may not add or substitute staff without Caltrans prior approval.

12. Resumes containing the qualifications and experience of the Consultant's personnel shall be submitted to Caltrans Contract Manager for review before assignment on a project.

    The Caltrans Area Construction Engineer may interview the Consultant's personnel for the qualifications and experience.

    The selection panel's decision to select the Consultant's employee shall be binding to the Consultant and its Sub-Consultants.

    The Caltrans Contract Manager, Caltrans Task Order Manger, and Caltrans Resident Engineer shall have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If at any time the level of performance is below expectations, Caltrans Contract Manager may direct the consultant to immediately remove a Consultant's personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The replacement staff must meet the qualifications required by this agreement for performance of the work as demonstrated by a resume submitted by the Consultant. The Consultant shall not remove any staff without the written consent of Caltrans Contract Manager. The removal of staff without the written approval from Caltrans Contract Manager shall be violation of the Contract Agreement and result in termination of the Agreement.

13. If a Consultant's personnel is on leave, the Consultant's Contract Manager shall provide a substitute personnel until the assigned personnel returns to work. The substitute personnel shall meet or exceed the qualifications and experience level of the previously assigned personnel.

14. The Construction Engineering and Construction Inspection responsible person (or Contract Manager) signing deliverables requiring the signature of a Construction Engineering and Construction Inspection responsible person (or Contract Manager) shall be currently employed by the Consultant or its Sub-Consultants at the time of deliverable submittal and through Caltrans review and acceptance process.

15. All deliverables under this agreement not fully approved by Caltrans bearing the signature of the Construction Engineering and Construction Inspection responsible person (or Contract Manager) no longer employed shall be replaced by another deliverable bearing the signature of a replacement Construction Engineering and Construction Inspection responsible person (or Contract Manager). In such an eventuality, no additional time and/or cost will be allowed to the Consultant without prior written approval of Caltrans Contract Manager.

16. A Construction Engineering and Construction Inspection responsible person (or Contract Manager) whose signature appears on any deliverables under this agreement that has not been fully approved by Caltrans and who is no longer currently employed by the Consultant or its Sub-Consultants shall be replaced with a Construction Engineering and Construction Inspection responsible person (or Contract Manager).

17. All Consultant work shall be conducted under the direction of the Consultant Contract Manager who is appropriately experienced. All deliverables under this agreement requiring the Construction Engineering and Construction Inspection responsible person (or Contract Manager) signature shall be produced by the Consultant staff having appropriate experience and signed by a Construction Engineering and Construction Inspection responsible person (or Contract Manager).

18. Other project staff not identified, such as, but not limited to field and laboratory technicians, also must satisfy appropriate minimum qualifications. Caltrans prior approval is required for all staff not identified on the Consultant's organization chart or the Consultant's cost proposal.

19. The Consultant's timesheet/expenses shall be approved by Caltrans Area Construction Engineer before submitting timesheets or expense reimbursement requests for approval and payment to Caltrans Contract Manager.

20. Consultant Construction Claims Engineer

    Contract Claims Engineer shall be knowledgeable and experienced in the following:

    a. Claims resolution principles and claims avoidance techniques, such as time impact analysis.
    b. Caltrans' timeline for claims resolution.
    c. Extensive expertise with analyzing construction claims processes.
    d. Claim report writing and documentation.
    e. Working knowledge of Caltrans manuals, plans, specifications, and provisions, including but not limited to: Caltrans' Construction Manual; Bridge Construction Records and Procedures Manual; Standard Test Methods; Manual of Traffic Controls for Construction and Maintenance Work Zones; Caltrans Standard Specifications and Standard Plans, State of California contract law.
    f. Equipment used in construction inspection, surveying, and construction office engineering.
    g. Shall have minimum of four (4) years construction management/engineering experience on transportation projects or major public works projects performing related duties as described above.
    h. Possessing excellent oral and written communication skills.
    i. Assists the Resident Engineer in preparing Claim Settlement Reports, Construction Claim Findings Reports as appropriate.

j. Assist Resident Engineer in preparing, position paper, and presentation for Dispute Review Board.

21. Consultant Construction Scheduling Engineer

Contract Scheduling Engineer shall be knowledgeable and experienced in the following:

a. Extensive expertise with construction scheduling and general construction process
b. Critical Path Method scheduling, Primavera Project Planner, Scheduler Analyzer Pro, and Microsoft Office software package.
c. Generating, reviewing and analyzing Critical Path Method (CPM) schedules with respect to time, resource and cost.
d. Generating, reviewing and analyzing Time Impact Analyses.
e. Reviewing, analyzing, and preparing position paper for construction scheduling claims.
f. Preparing and making presentation in regards to scheduling issues and claims.
g. Preparing and providing training in the subject of construction scheduling.
h. Possessing excellent oral and written communication skills.
i. Shall have minimum of four (4) years of construction management/engineering experience on transportation or major public works projects performing related duties as described above

G. Consultant Availability and Work Hours

1. The Consultant shall begin the required Construction Engineering and Construction Inspection Services, Construction Materials Sampling and Testing Services, and Construction Claims Support work per the Task Order after receiving a fully executed Task Order and Notice to Proceed (NTP) from Caltrans Contract Manager. Once the work begins, the work shall be prosecuted diligently until all required work has been completed to Caltrans satisfaction.

2. The Construction Engineering and Construction Inspection Services, Construction Materials Sampling and Testing Services, and Construction Claims Support work shall not be performed when conditions prevent a safe and efficient operation.

3. The Consultant Contract Manager shall be accessible to Caltrans Contract Manager at all times during normal Department working hours.

4. The typical workday includes all hours worked indentified in the Task Order and also as directed by Caltrans Contract Manager. Unless otherwise specified in the Task Order or directed by Caltrans Contract Manager. The normal workday will consist of 8 hours.

Caltrans may determine that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week/weeks. Caltrans construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Any shift differential rate pay will be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

The Caltrans Contract Manager and/or Caltrans Task Order Manager shall provide advance notice of one (1) working day(s) if the Consultant's services are not required as a result of a cessation of construction activities.

5. The Caltrans Contract Manager and Caltrans Task Order Manager may direct the Consultant's employees to work overtime to meet Task Order schedules. All overtime shall be pre-approved by Caltrans Contract Manager and Caltrans Task Order Manager. Overtime shall be worked only when directed in writing by Caltrans Contract Manager and Caltrans Task Order Manager and specifically required by the Task Order. Responsibility for preapproval of overtime may be delegated to the Area Construction Engineer who serves as Task Order Manager.

H. General Requirements

1. The Consultant shall carry out instructions as received from Caltrans' Contract Manager and Caltrans Task Order Manager, and shall cooperate with Caltrans, other involved agencies (e.g. FHWA), other consultants, and others, working on project or adjacent projects in this contract and on each Task Order.

2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this contract. In those instances for which the Consultant believes a better solution to a task being performed or a problem/issue being addressed is possible, the Consultant shall promptly notify Caltrans Contract Manager and Caltrans Task Order Manager of these concerns, together with the reasons therefore. However, Caltrans will make all final decisions on the scope of the Consultant's activities and investigations.

3. At Caltrans direction, the Consultant is required to coordinate activities and work closely with multiple stakeholders including but not limited to, Caltrans planners, engineers, and project managers and planning, engineering, and construction firms contracted by Construction Engineering and Construction Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services work is a critical element of both project planning and construction schedules and must be accomplished in a timely fashion. Task Orders may be written for treatment of unanticipated finds encountered during project work. When unanticipated finds are encountered, a rapid response will be necessary to avoid costly construction delays.

I. Equipment Requirements

1. Office Equipment and Supplies (Consultant's Office):

   The Consultant shall provide adequate office equipment and supplies to complete the required Construction Engineering and Construction Inspection Services, Construction Materials Sampling and Testing Services, and Construction Claims Support Services work. Such equipment and supplies shall include, but not be limited to, the following:

   a. Computers, printers, plotters, fax machines, and calculators.
   b. Reference material, or other tools, used in providing deliverables

2. Written documents and spreadsheets shall be in Caltrans approved format (Microsoft Word and Microsoft Excel).

3. Field Equipment and Supplies:

   The Consultant shall provide adequate field tools, instruments equipment, materials, and supplies to complete the required fieldwork. The tools, instruments equipment, materials, and supplies for each field staff shall include, but not be limited to, the following:

   a. Sufficient vehicles suitable for the work to be performed with terrain conditions of the project sites. Vehicles shall be fully equipped with all necessary tools, instruments equipment, materials, and supplies required for the efficient operation of a field staff. Each vehicle shall have an overhead flashing amber light, visible from the rear, with a driver control switch. Vehicles without side windows shall not be used. All vehicles will be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements as outlined in the Caltrans Safety Manual. Each vehicle to be used to transport nuclear gauges shall have appropriate security and storage set up for the proper transportation nuclear gauges.
   b. A laptop computer.
   c. Communication device; Mobile telephone
   d. Hand tools as appropriate for the requested field staff work.
   e. Provide all necessary safety equipment including hardhats, hard-soled boots, eye protection, and an approved vest as appropriate for the requested field engineering work to be performed safely and efficiently within operating highway and construction zone environments.

4. The Consultant shall provide all necessary equipment, tools, instruments and safety equipment required to perform the work identified in this Agreement accurately, efficiently, and safely. The Consultant shall not be reimbursed separately for tools of the trade.

a. Laboratory Equipment - The Consultant shall use all measurement and testing equipment certified by the State of California or equivalent agency. The Consultant shall use material specimens from an accredited laboratory acceptable to Caltrans for calibration of all equipment.
b. Nuclear Gauges – If specified in the Task Order, the Consultant shall provide their own Nuclear Gauges and provide storage in accordance with Caltrans and the Department of Health Services requirements. Nuclear Gauges are considered tools of the trade and costs will not be reimbursed in accordance with Section I. 4.
c. Storm Water Sampling Kits and other related equipment and supplies are considered tools of the trade and costs will not be reimbursed in accordance with Section I. 4.

J. Consultant Reports and/or Meetings

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

2. Progress reports shall identify the total number of hours worked and the related costs and expenses by the Consultant's and Sub-Consultants' personnel by use of Caltrans WBS level element(s):

   http://www.dot.ca.gov/hq/projmgmt/guidance.htm

3. The Consultant Contract Manager shall provide a monthly projection of expenditures by Task Order when requested by Caltrans Contract Manager.

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

5. The Consultant shall be responsible for drafting of the minutes of the meetings and submit them to Caltrans Contact Manager within one (1) week of the meeting.

6. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.

7. Consultant shall be available, on two (2) day(s)' notice, to meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings, to attend public meetings (day and evening) where a Construction Engineering and Construction Inspection Services, Construction Materials Sampling and Testing Services, and Construction Claims Support expert is required; to participate in any public hearings necessary for the Project; and to provide technical expertise on an as-needed basis.

8. Construction Engineering and Construction Inspection personnel shall prepare daily diary reports. The reports shall be prepared on Caltrans provided forms and shall be prepared daily at the end of the day's work.

K. Standards

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

2. All work shall be performed in accordance with State and Federal regulations, policies, procedures, and the highest industry standards, including latest Caltrans standards and compliance with State and Federal Highway Administration (FHWA) guidelines for implementing those requirements; any permits, licenses, agreements or certifications that apply to specific Task Orders; and current Caltrans Manuals and their current revisions. Work not covered by the "Manuals" shall be performed in accordance with the highest accepted professional standards in the industry.

   a. All work shall comply with the requirements of current Caltrans Manuals and their current revisions. The Publications staff can be reached at (916) 263-0822, and the center is located at the following address:

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

   b. Manuals and documents that are not available from Caltrans Publication Distribution Center or are not available from Caltrans Internet web site may be requested from Caltrans Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages.

      i. http://www.CALTRANS-opac.ca.gov/publicat.htm
      ii. http://www.dot.ca.gov/manuals.htm

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

3. The Consultant has total responsibility for and shall verify the accuracy and completeness of the deliverables and backup documents under this agreement prepared by the Consultant or its Sub-Consultants for the projects as specified in this Agreement and in each Task Order. All deliverables and backup documents under this agreement will be reviewed by Caltrans for conformity with Project standards. Reviews by Caltrans do NOT include detailed review or checking of major components, related

details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

4. The Consultant shall not incorporate in the studies any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.

5. The Caltrans Contract Manager and Caltrans' Task Order Manager, in cooperation with the District/Region Area Construction Engineer, Lab Supervisor, Headquarters' Structural Construction Engineer, and/or District's Public Information Officer shall decide/address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Agreement.

6. The minimum standard of work quality shall be that of similar Construction Engineering and Construction Inspection work performed by Caltrans as detailed in Caltrans Manuals and that of the highest professional standards in the industry.

7. Additional standards for specific Construction Engineering and Construction Inspection work may be included in the Task Order. Such standards supplement the standards specified herein. If such additional standards conflict with the standards specified herein, the Task Order standards shall take precedence over the standards specified herein.

L. Field Safety

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

1. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel. The Consultant's Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support personnel shall comply with all safety provisions of Caltrans' Safety Surveys, and Traffic Manual(s). The Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations, applicable to the Consultant, regarding safety equipment and procedures.

2. Fieldwork shall not be performed when conditions prevent a safe, efficient operation and shall only be performed with written authorization by Caltrans.

3. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support personnel shall wear safety footwear, white hard hats, eye protection, and approved safety vests at all times while working in the field.

4. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and Sub-Consultants' field personnel, including training required for Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support work on and near highways.

5. The Consultant shall be solely responsible for the health and safety protection of its employees, Sub-Consultants and Sub-Consultants' employees in performance of this contract.

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

6. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.

   The Consultant shall provide, at no cost to Caltrans a valid Thermoluminescent Dosimeters (TLD) badge to each consultant employee engaged in nuclear gauge testing to meet the safety requirement by the California Department of Public Health. Quarterly radiation exposure reports and yearly operator's radiation safety training shall be submitted to Caltrans District Radiation Safety Officer.

M. Manuals, Documents, and Websites

The following manuals, documents and links to internet sites are referenced in association with the Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support work. The list is not all-inclusive, but is intended to illustrate the types of reference material and sources of information.

1. Caltrans' Internet Home Webpage
   http://www.dot.ca.gov/

2. Caltrans' Manuals Internet Webpage
   http://www.dot.ca.gov/manuals.htm.

3. CALTRANS Publications Internet Webpage
   http://caltrans-opac.ca.gov/publicat.htm

4. CALTRANS Highway Design Manual
   http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm

5. Manual of Uniform Traffic Control Devices (MUTCD)
http://mutcd.fhwa.dot.gov/

6. CALTRANS Traffic Manual and MUTCD 2003 Supplement
http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm

7. CALTRANS Surveys Manual
http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

8. CALTRANS Construction Manual
http://www.dot.ca.gov/hq/construc/constmanual/

9. CALTRANS Project Development Procedures Manual
http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm

10. CALTRANS CADD Users Manual
http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm

11. CALTRANS Safety Manual
http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm

12. Traffic Safety Guidelines
http://www.dot.ca.gov/hq/construc/manual2001/chapter2/chp2_2.pdf

13. Construction Staking Handbook
http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf

14. Standard Plans and Standard Specifications
http://www.dot.ca.gov/hq/esc/oe/standards.php

15. Workplan Standards Guide to for the Delivery of Capital Projects
http://www.dot.ca.gov/hq/projmgmt/guidance.htm

16. Caltrans' District 02 Project List
(Insert District Project List website)

N. Orientation Provided by Caltrans

Caltrans may provide orientation regarding Contract and Task Order requirements for each Task Order as necessary. The orientation shall consist of instructions on Caltrans procedures, practices, and requirements for the specific Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support work to be performed. The Consultant shall perform Construction Engineering and Construction Inspection Services, Material Sampling and Testing Services, and Claims Support work in conformance with the Contract requirements specified herein and in the executed Task Order.

However, the Agreement and the executed Task Order will prevail over any orientation instructions provided, when conflicts exist.

O. Monitoring and Review Procedure

1. The Caltrans Contract Manager shall have the right from time to time, or as requested by the Consultant, to monitor and review the progress and/or processes of the Consultant.

2. The Consultant shall meet with Caltrans Contract Manager in person or via teleconference, a minimum of once per month to review procedures and progress.

3. The performance of the Consultant's Contract Manager, key personnel, and team will be evaluated by Caltrans, as needed, annually, and at the end of the contract. Unsatisfactory reviews may result in the request to replace the existing consultant personnel with new personnel. Evaluation includes but is not limited to the following:

   a. Job performance.
   b. Quality of Work.
   c. Timely submittal of reports, invoices and diaries, and other required documents.
   d. Early detection of problems and timely resolutions.
   e. Requesting timely approval for personnel changes and travel expenditure.
   f. Ability to control costs.
   g. DBE or DVBE utilization.
   h. Conflicts of interest

   Poor performance and any negative evaluations will result in replacement of the Project Manager and/or key personnel, and will be reflected adversely on the Consultant's performance evaluation.

P. Materials to be Provided by Caltrans

Caltrans shall provide the Consultant materials necessary to complete the Task Order. The Consultant shall execute the specific work described in the Task Order based on the material supplied. Materials (if applicable) that might be furnished by Caltrans will be listed in the individual Task Orders and may include:

1. Existing documents, if any, that are applicable to the current project within the project limits.

2. Appropriate background or reference information for each Task Order.

3. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and contract and proposal, as necessary.

4. Department standardized forms.

5. Caltrans may provide the office space, including but not limited to, all utilities, office equipment, and office supplies typically used by Caltrans field personnel, to the Consultant personnel providing services under this contract. The Consultant, including its Sub-Consultants, shall disclose and use the Field Office Overhead Rate and use the Field Office Overhead Rate listed in the cost proposal.

6. Caltrans will provide Permits to Enter for private property access. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the permit. The Consultant shall notify Caltrans Contract Manager and Caltrans' Task Order Manager within 48 hours if permission has been denied. The Consultant shall carry the Permits to Enter on their person while performing work outside Caltrans Right-of-Way. No work shall be performed by the Consultant outside Caltrans Right-of-Way without permits to enter.

7. Appropriate site topographic maps, as-built drawings, and blank Department plan sheet overlays, as available, for each design Task Order.

8. Caltrans construction forms as necessary, including electronic or hardcopy (as specified by Caltrans Resident Engineer on the Project) daily diary forms.

9. Materials Testing:
   a. When appropriate, Caltrans will provide the Consultant with the appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the California Test Methods.
   b. Caltrans may permit the Consultant to calibrate the Consultant's nuclear gauges on Caltrans test blocks, if available.
   c. Limited office space, office equipment and office supplies typically used by Caltrans material testing field personnel will be made available for use by the Consultant's personnel.

Note: The Consultant is responsible for the return to Caltrans, in original condition, of all items received from Caltrans. The Consultant will replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.

Q. Materials to be Provided by the Consultant

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required Construction Engineering and Construction Inspection, Material Sampling and Testing, and Claims Support work.

The Consultant shall provide to their Construction Engineering and Construction Inspection personnel sets of the following that are applicable to the current project:

1. Standard Specifications
2. Standard Plans
3. Materials listed under section “Equipment Requirements”

R. Product Approval and Payment

1 All Construction Engineering and Construction Inspection Material Sampling and Testing, and Claims Support deliverables and backup documents under this agreement produced by the Consultant as specified by the Task Order shall be subject to the approval and acceptance by Caltrans Contract Manager and Caltrans Task Manager prior to invoicing and payment for these items.

2 In the event of non-acceptance due to errors, omissions or non-compliance with the current Caltrans Manuals and their current revisions, the Consultant will make corrections to the satisfaction of Caltrans Contract Manager at no cost to Caltrans prior to payment. Caltrans will withhold payment until the work is satisfactorily completed and accepted by Caltrans Contract Manager.

3 The Consultant’s Construction Engineering and Construction Inspection, Material Sampling and Testing, and Claims Support work that do not conform to the requirements specified herein and the applicable Task Order will not be paid and shall be corrected at the Consultant’s expense at no additional cost to Caltrans.

S. Deliverables

1. All Construction Engineering and Construction Inspection Construction Materials Sampling and Testing, and Construction Claims Support Services deliverables and backup documents under this agreement performed on computer shall be delivered to Caltrans in the formats specified below:

   a. Word processing documents in Microsoft Word and spreadsheets in Microsoft Excel.
   b. Other - As specified in the Task Order.

2. Deliverables specified in each Task Order shall be delivered to:

   CALIFORNIA DEPARTMENT OF TRANSPORTATION
   Division Name
   Street Address
   City, State, Zip
   Attn: (name of Task Order Manager)

3. Construction Engineering and Construction Inspection:

   a. Daily reports, extra work reports and materials testing reports (if conducted by the Consultant) shall be delivered to Caltrans Resident Engineer daily.
   b. Construction contract progress payment quantity documents shall be delivered to Caltrans Resident Engineer within five (5) working days after completion of the work or no later than the last working day proceeding the 20th of each month.
   c. Final payment quantity documents shall be delivered to Caltrans Resident Engineer by no later than five (5) working days after acceptance by Caltrans of the completed construction project. The specific location of the work to be performed will be stated in each Task Order.
   d. Field measurements, test data and other documents as required by Caltrans procedures shall be recorded, maintained, and submitted as directed by Caltrans Resident Engineer.
   e. All reports, calculations, and other applicable documents shall be prepared on Caltrans standardized forms. The necessary forms will be provided by Caltrans for Consultant's use.

4. The Consultant shall be capable of working in either English or Metric units.

5. Materials Testing:
   a. All test results shall be recorded on the appropriate forms as prescribed in the California Test Methods. The test documents shall be legible and show the identity of the tester where appropriate.
   b. When the Consultant is providing materials testing during construction, tests shall be taken and the results reported to Caltrans field engineer within time limits specified in the applicable Task Order.
   c. When the Consultant is providing materials testing during construction, failing tests shall be reported immediately to Caltrans Resident Engineer.
   d. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.
   e. The Consultant shall provide a copy of the firm's nuclear gauge license to Caltrans.
   f. When the Consultant is providing materials testing during construction, the Consultant shall submit completed test documents for each test performed to the relevant field project offices by the end of the next working day in which the test was completed. Test documents that are incomplete or unsatisfactory will be returned to the Consultant for the necessary revisions and must be resubmitted within two (2) working days.

T. Conflict of Interest

1. <u>Construction Engineering, Construction Inspection and General Contract Administration</u>

Any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering services and/or Construction Engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in the Scope of Work of this RFQ, must disclose the contractual relationship in the SOQ, the dates and the nature of the services either provided or potentially to be provided or actually provided under that contract(s).

All firms are required to disclose in the SOQ, any past, present or future Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services which were provided to Caltrans and all clients under that contract(s) on the projects listed in this SOW.

Throughout the Contract term, the Consultant and its sub-consultants agrees that, prior to providing any engineering services to any construction contractor on any of Caltrans projects listed in the scope of this Contract, it will disclose the potential business relationship and seek Caltrans' consent to render those services. The submitted documentation will be used for determining potential conflicts of interest; Caltrans will use this documentation to determine whether the firm may work on specific projects. A conflict of interest may include a situation in which, during the term of the Contract, the Consultant and/or its sub-consultants provides engineering services to a construction contractor who is awarded a contract with Caltrans on a project for which there is an assigned Task Order under this Contract. In this situation, the Consultant must immediately notify Caltrans Contract Manager regarding the conflict. The Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the Contract. The Consultant and its sub-consultants have not, currently do not, may not, and will not provide Design Engineering services including lead Project Management services and claim services on the same Caltrans project(s) identified in the Contract Scope of Work.

All construction management deliverables including construction inspection produced by the Consultant and its sub-consultants shall be free of any actual or potential conflict of interest and shall be subject to the approval and acceptance by Caltrans Contract Manager.

In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement deliverables, the Consultant shall not receive compensation for the deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultants. Failure by the

Consultant to disclose any conflict of interest to Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the Contract.

Some examples of conflict of interest are:

i. Design & Construction work on the same project.
ii. Serving on an active design contract or has provided design services for the same projects listed in the Construction Management/Inspection contract.
iii. Roadway Inspector from the same company that performs Quality Control for the Contractor and Quality Assurance for Caltrans concurrently on the same project.

2. <u>Materials Testing</u>

Any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering services and/or Construction Engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in the Scope of Work of this RFQ, must disclose the contractual relationship in the SOQ, the dates and the nature of the services either provided or potentially to be provided or actually provided under that contract(s).

All firms are required to disclose in the SOQ, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to Caltrans and all clients which either provided or potentially to be provided or actually provided under that contract(s) on the projects listed in this RFQ.

The Consultant and its sub-consultants will not provide material Quality Control services for construction contractor(s) when the project is assigned to the Consultant to provide material Quality Assurance services on the projects that are listed and that have been identified by project EA and project ID in this Scope of Work. By signing the Contract, the Consultant or any sub-consultants also do not or will not have any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned to Consultants for material Quality Assurance services through task orders on this Contract.

Throughout the Contract term, the Consultant or any sub-consultants shall disclose any potential business or financial relationship and seek Caltrans' consent before providing engineering services to any construction contractor on any of Caltrans projects' listed in the scope of this Contract. The submitted documentation will be used for determining potential conflicts of interest. Caltrans will use this documentation to determine whether the firm may work on specific projects.

a. A conflict of interest may include a situation in which, during the term of the Contract, the Consultant and/or its sub-consultants provides engineering services

to a construction contractor who is awarded a contract with Caltrans on a project for which there is an assigned Task Order under this Contract. In this situation, the Consultant must immediately notify Caltrans Contract Manager regarding the conflict. The Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III of the Contract.

Some examples of conflict of interest are the following:

i. Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor Material Supplier or a Batching Plant and Quality Assurance for Caltrans on the same project.
ii. Certified Materials Tester(s) or Plant Inspector(s) from the same company that currently performs Quality Control for the Contractor on any project and Quality Assurance for Caltrans on different projects where the same Contractor is performing work for Caltrans.
iii. Providing services to construction contractor's subcontracts, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract.

U. Work Guarantee

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

V. Training

The Consultant is responsible to provide fully trained staff to efficiently perform the services described in the Scope of Work/Deliverables. The Consultant's staff may be asked to attend certain special training if recommended by Caltrans Functional Manager. On such occasions, with the approval of Caltrans Contract Manager, Caltrans will compensate the Consultant for the time spent in training only. All other costs or fees associated with the training, including any transportation costs and training fees, will be the Consultant's responsibility. In addition, services to train Caltrans staff shall not be provided by the Consultant under this Contract.

03A2086 - North Area Construction

Contract	County Route	Nickname
02-4E790	SHA-005	Redding OH Signs
02-4E810	VAR-VAR	Chain Control Areas Worker Safety
02-4F780	VAR-VAR	Paved Chain Control-Var Loc
02-3E650	VAR-005	Sha-Sis Beaucoup Brdg Maint
02-4E530	SHA-273	2 2 Many Bridges
02-4E800	SIS-161	161 Rehab
02-3E740	SHA-299	Whiskey Cr Rehab
02-4E020	SHA-299	Johnson Park 3R
02-4E430	SHA-044	Palo Cedro CAPM
02-4E160	SHA-005	Microwave Upgrades-Sha Co
02-4E080	VAR-VAR	TMC Infrastructure Equip Upgrade
02-4F820	SHA-273	Rdg MS Automatic Gates
02-3E800	SHA-273	Rdg ADA
02-4E700	SHA-299	Old Shasta Sidewalks
02-4F790	SHA-151	Shasta Lake City Sidewalk
02-4C402	SHA-005	Rdg to Anderson 6-Lane
02-4E650	SIS-096	Sis 96 4-Brdgs Rail Upgrade
02-4F520	SIS-005	Dunsmuir MBGR
02-2E480	SIS-263	Klamath Riv Br Replace
02-4F410	SIS-096	Wingate MS Slide Perm Rest
02-3E080	SIS-096	Hamburg Shoulder Widening
02-4F600	SIS-003	SIS-3 Br Deck Rehab
02-4F540	SIS-005	Black Butte OH Brdg Replacement
02-4F550	SIS-089	Mud Crk Br Replace
02-4F580	SIS-005	Klamath Riv Br Seismic Retrofit
02-2E291	SIS-096	Sis Co Br Preventive Maint (see 2E290)
02-4F800	SIS-089	Deadhorse Summit Shoulder Drainage
02-4E910	SIS-097	Whitney Crk Drainage
02-4E630	SIS-096	Ft Goff Fish Passage
02-4E470	SIS-096	O'Neil Crk Bottom Fish Passage
02-4E230	SIS-005	Ground Water Monitoring Wells-Near Weed SRRA
02-4E670	SIS-395	Collier SRRA-Sewer & Water Restoration
02-4E680	SIS-097	Grass Lake SRRA-Sewer & Water Restoration
02-4F810	SIS-097	Weed Shoulders
02-4E280	SIS-005	Yreka Chain-On Areas
02-4E140	SIS-005	Edgewood Chain-on Area
02-2E800	SIS-005	Dunsmuir TIF Improvement
02-0E440	SIS-097	Carrick 2-Way LTL
02-0E840	SIS-003	Yreka Juniper Dr LTL
02-0C250	SIS-VAR	I-5/SR 89 Interchange
02-4F370	TEH-099	Los Molinos TE Bike/Ped Enhancements
02-1C350	TEH-005	Red Bluff South Main Interchange
02-4E870	TEH-036	Mineral Maint Sta Water System
02-4F760	TEH-032	Smokey Crk Passing Lane
02-2E730	TEH-032	Deer Crk Curve Improvement
02-2E620	TEH-036	Baker Rd Curve Improvement
02-4E900	TEH-032	Smoky Crk Curve Improvement
02-4F730	TEH-005	Red Bluff Rumble Strips

03A2086 - North Area Construction

Contract	County Route	Nickname
02-4E940	TEH-099	Lassen View School Flashing Beacons
02-4F650	TEH-VAR	Teh 32 & 36 Rumble Strips
02-4E010	VAR-005	Teh MBGR
02-4F530	TEH-036	Mineral MBGR
02-2C225	TEH-036	Mill Crk Br Scour
02-4F590	TEH-005	Sac Riv Br/Red Bluff Seismic Retrofit
02-4F710	TEH-005	Red Bluff Ramps
02-3E720	TEH-036	East Red Bluff CAPM
02-4E660	TEH-005	Herbert Miles SRRA Lighting
02-0E240	PLU-089	Greenville Drainage Facilities
02-4F310	PLU-036	Chester Drainage Restoration
02-4E350	PLU-070	Plu 70 Slip-out
02-4F100	PLU-070	Plu 70 Perm Restoration
02-3C072	LAS-395	Bass Hill CAPM
02-4F390	PLU-147	Hamilton Branch Roadway Rehab
02-3C071	LAS-395	Johnstonville PFR
02-1C750	PLU-070	Yellow Cr Br Restoration
02-0E180	PLU-089	Lake Almanor Spillway Deck Replacemt
02-4F560	LAS-036	Goodrich Crk Br Replacement
02-2C090	PLU-070	Spring Garden Br Rehab
02-4E640	PLU-147	Hamilton Branch Br Replacement
02-4F620	VAR-395	LAS/MOD 395 Br Deck Rehab
02-4E340	LAS-147	Clear Crk 3R
02-4E420	LAS-395	Bordertown CAPM
02-4E690	LAS-395	Honey Lake SRRA-Sewer & Water Restoration
02-2E820	SIE-395	Scott Rd Intersection Access
02-4F360	LAS-036	Susanville TE Bike/Ped Enhancements
02-4E310	TRI-299	Poison Pond Curve Improvement
02-4F630	TRI-003	Browns Crk Br Crib Wall Repair
02-4F740	TRI-299	Swede Drapery
02-0E020	TRI-299	Trinity Dam Blvd Fish Ladder
02-4E610	TRI-299	Oregon Mtn Perm Restoration
02-4E410	TRI-299	East Weaverville CAPM
02-3E770	TRI-299	West Weaverville CAPM
02-2E350	TRI-299	Enchilada Curve Improvement
02-3E710	TRI-036	Blue Pt Curve Improvement
02-3E790	TRI-299	Collins Curve Improvement
02-4F220	TRI-003	Swift Crk Br Replacement
02-4F610	TRI-003	TRI-3 Br Deck Rehab
02-4F400	TRI-036	Trinity Mini-Forest Glen
02-4E600	TRI-003	Weaverville Elem Sch Sidewalks
02-4F720	TRI-299	Hennessy Ridge Shoulder Widening
02-3E690	MOD-299	Heard Ranch Shoulder Widening
02-4F450	SHA-005	Gilman Drainage
02-2E740	SHA-299	Hat Crk Br Curves
02-4F290	SHA-044	Sugarloaf Superelevation Improv
02-4E890	SHA-299	McCandless Gulch Curve Improvement
02-4F510	SHA-005	MBGR-Teh Co Line to Sis Co Line

03A2086 - North Area Construction

Contract	County Route	Nickname
02-4F210	MOD-299	Butte & Ash Crk Deck Replacement
02-4F200	SHA-044	Hat Crk Brdg Replacement
02-4F570	MOD-299	Caldwell Crk Brdg Replacmnt
02-36070	SHA-299	Bella Diddy Rehab
02-4E440	MOD-139	Perez Pavement
02-4F770	MOD-299	Caldwell Crk Rehab
02-2E870	SHA-005	O'Brien SRRA Upgrade
02-4E520	SHA-044	Black Butte Rd LTL
02-4E270	SHA-299	Fall River Mills Truck Climb Lane
02-3E410	SHA-299	Counter Culture House Realignment
02-1E060	MOD-139	Perez Inspec Station CCTV & RWIS
02-29971	MOD-299	Alturas Widening - Alt C Ph 1
02-1E000	MOD-299	Canby Maint Sta HAR