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
07A3303	

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
David Evans and Associates, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from April 1, 2013 or upon Caltrans approval, whichever is later, through April 30, 2016.

3. The maximum amount of this Agreement is: $1,500,000.00
One Million Five Hundred Thousand Dollars and No Cents

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

Exhibit A – Scope Of Work And Deliverables	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	25	Pages
Exhibit E – Additional Provisions	10	Pages
Exhibit F – Prevailing Wage Requirements	7	Pages
Attachment 1 – Scope Of Work	19	Pages
Attachment 2 – Cost Proposal	16	Pages
Attachment 3 – Sample Task Order Format	5	Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1	Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2	Pages
Attachment 6 – Federal Prevailing Wage Determinations	27	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.)*
David Evans and Associates, Inc.

BY *(Authorized Signature)*
Marcus T. Ready
Marcus T. Ready Vice President

DATE SIGNED *(Do not type)*
3-21-13

PRINTED NAME AND TITLE OF PERSON SIGNING
Robert D. Vasquez Associate

ADDRESS
4200 Concours Drive, Suite 200, Ontario, CA 91764

STATE OF CALIFORNIA

AGENCY NAME
Department of Transportation

BY *(Authorized Signature)*
Zolikel S. B

DATE SIGNED *(Do not type)*
3-27-13

PRINTED NAME AND TITLE OF PERSON SIGNING
for 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 land surveying services on an on-call, "as needed" basis to support the development, design, construction, and mapping of proposed State transportation facilities and Right of Way within District 7, in Eastern Los Angeles County.

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

B. The services shall be performed in Eastern Los Angeles County.

C. This Agreement will commence on **April 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 **April 30, 2016**. The services shall be provided during working hours, Monday through Friday, except holidays unless otherwise specified in a Task Order. The parties may amend this Agreement as permitted by law.

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Theresa Cong	Consultant Contract Manager: Robert Vasquez
District/Division: District 7 / Program Project Management, CSU, MS 2	Office/Branch:
Address: 100 S. Main Street	Address: 4200 Concours Drive, Suite 200
Los Angeles, CA 90012	Ontario, CA 91764
Phone: (213) 897-3409	Phone: (909) 912-7368
Fax: (213) 897-0618	Fax: (909) 481-5757
e-mail: theresa.cong@dot.ca.gov	e-mail: rdv@deainc.com

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."

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

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

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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.

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

III. CONSULTANT REPORTS AND/OR MEETINGS

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

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

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 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
Attention: Theresa Cong
District 7 / Program Project Management, MS 2
100 S. Main Street
Los Angeles, CA 90012

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 **$1,500,000.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be 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. Caltrans, at its sole discretion, may review and/or audit and approve either the CPA ICR documentation or the Consultant's in-house developed rate if the Consultant has not commissioned or prepared CPA ICR documentation at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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.

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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
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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

EXHIBIT D
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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.

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

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maritime employees, coverage shall be included for such injuries or claims.

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

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

   $1,000,000 per occurrence

   $2,000,000 products completed operations aggregate

   $2,000,000 general aggregate

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

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

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

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

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than $1,000,000 combined single limit per

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accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

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

5. Professional Liability insurance with limits no less than:

   $1,000,000 per claim

   $2,000,000 in the aggregate

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

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

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

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

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

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

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

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

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

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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

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

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Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

1. Ownership of Work Product

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

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

2. Vesting of Copyright Rights

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

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name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

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

2. Agency

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

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

3. Avoidance of Infringement

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

C. Additional Provisions

Subcontractors

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

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Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

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

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

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

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

XX. CLAIMS FILED BY 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.

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

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

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

XXI. CONFIDENTIALITY OF DATA

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

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

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

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

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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, 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.

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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;

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.

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

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

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 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

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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
   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.

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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.

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.

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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 fifteen percent (15%). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.

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

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

II. SUBCONSULTANTS

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

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

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the Agreement. DBEs substituted after award must be certified at the time of the substitution.

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.

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F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

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

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

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

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

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

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

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IX. DBE ELIGIBILITY

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

B. Credit for DBE Prime Consultants

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

C. Credit for Material or Supplies

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

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

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

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

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

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

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

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

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

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

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

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

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

X. TERMINATION OF DBE

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

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

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

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

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.

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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

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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.

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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,

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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

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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.

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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.

SCOPE OF WORK/DELIVERABLES
PROFESSIONAL LAND SURVEYING CONTRACT FOR DISTRICT 7
EASTERN LOS ANGELES COUNTY

I. DESCRIPTION OF REQUIRED SERVICES

The Consultant shall perform professional and technical land surveying services on an on-call, "as needed" basis to support the development, design, construction, and mapping of proposed State transportation facilities and Right of Way within District 7, in East Los Angeles County. Specialized surveying is to include, but not limited to, Mobile Terrestrial Laser Scanning (MTLS), and Global Navigation Satellite System (GNSS) control and mapping surveys. Additionally, crew augmentation to existing Caltrans survey crews may be needed.

The Caltrans Contract Manager will approve and assign Task Orders to the Consultant, as requested by the Caltrans Task Manager, for specific Land Surveying work. Task Orders are based on the 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 standard Caltrans WBS is on the Internet at:

http://www.dot.ca.gov/hq/projmgmt/documents/wsg/WSG_10-2.pdf

The WBS activities represent the potential work activities that may be required of the Consultant to be performed for this Contract include, but are not limited to, the following:

WBS CODE	WBS DESCRIPTION
160.2	ENGINEERING AND LAND NET SURVEYS
160.20.25	EXISTING RECORDS
160.20.30	LAND NET SURVEYS
160.20.35	LAND NET MAP
160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS
160.20.50	CONTROL SURVEYS
160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS
160.20.60	ENGINEERING SURVEYS

WBS CODE	WBS DESCRIPTION
160.20.65	AS-BUILT CENTERLINE SURVEYS
160.20.70	PAVEMENT SURVEYS
160.3	ENVIRONMENTAL STUDY REQUEST
160.30.05	MAPS FOR ESR
160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES
185.1	SURVEYS AND PHOTOGRAMMETRIC MAPPING FOR DESIGN
185.10.50	CONTROL SURVEYS
185.10.60	ENGINEERING SURVEYS
185.10.65	AS-BUILT CENTERLINE SURVEYS
185.10.70	PRELIMINARY PAVEMENT SURVEYS
185.20.40	UTILITY LOCATIONS DETERMINED FOR DESIGN
220.35	FIELD LOCATED RIGHT OF WAY
220.35.05	FLAGGED RIGHT OF WAY
220.35.10	STAKED RIGHT OF WAY
255.35	CONSTRUCTION STAKING PACKAGE AND CONTROL
255.35.10	CONSTRUCTION STAKING PACKAGE
255.35.20	PROJECT CONTROL FOR CONSTRUCTION
270	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION
270.1	CONSTRUCTION STAKING PACKAGE AND CONTROL
270.10.10	CONSTRUCTION STAKING PACKAGE
270.10.20	PROJECT CONTROL FOR CONSTRUCTION
270.15	CONSTRUCTION STAKES
270.15.15	SLOPE STAKES
270.15.25	ROUGH GRADE STAKES
270.15.30	FINAL GRADE STAKES

WBS CODE	WBS DESCRIPTION
270.15.35	DRAINAGE AND MINOR STRUCTURE STAKES
270.15.50	MISCELLANEOUS STAKES
270.15.60	GROUND STAKES FOR MAJOR STRUCTURE
270.15.65	SUPERSTRUCTURE STAKES FOR MAJOR STRUCTURE
285.1	FUNCTIONAL SUPPORT
285.10.05	FIELD SURVEYS FOR CONTRACT CHANGE ORDER
285.10.10	STAKING FOR CONTRACT CHANGE ORDER
300.05	RIGHT OF WAY MONUMENTATION
300.05.05	RIGHT OF WAY MONUMENTATION SURVEY
300.05.10	FILED MONUMENTATION RECORD OF SURVEY

II. SCHEDULE OF PERFORMANCE

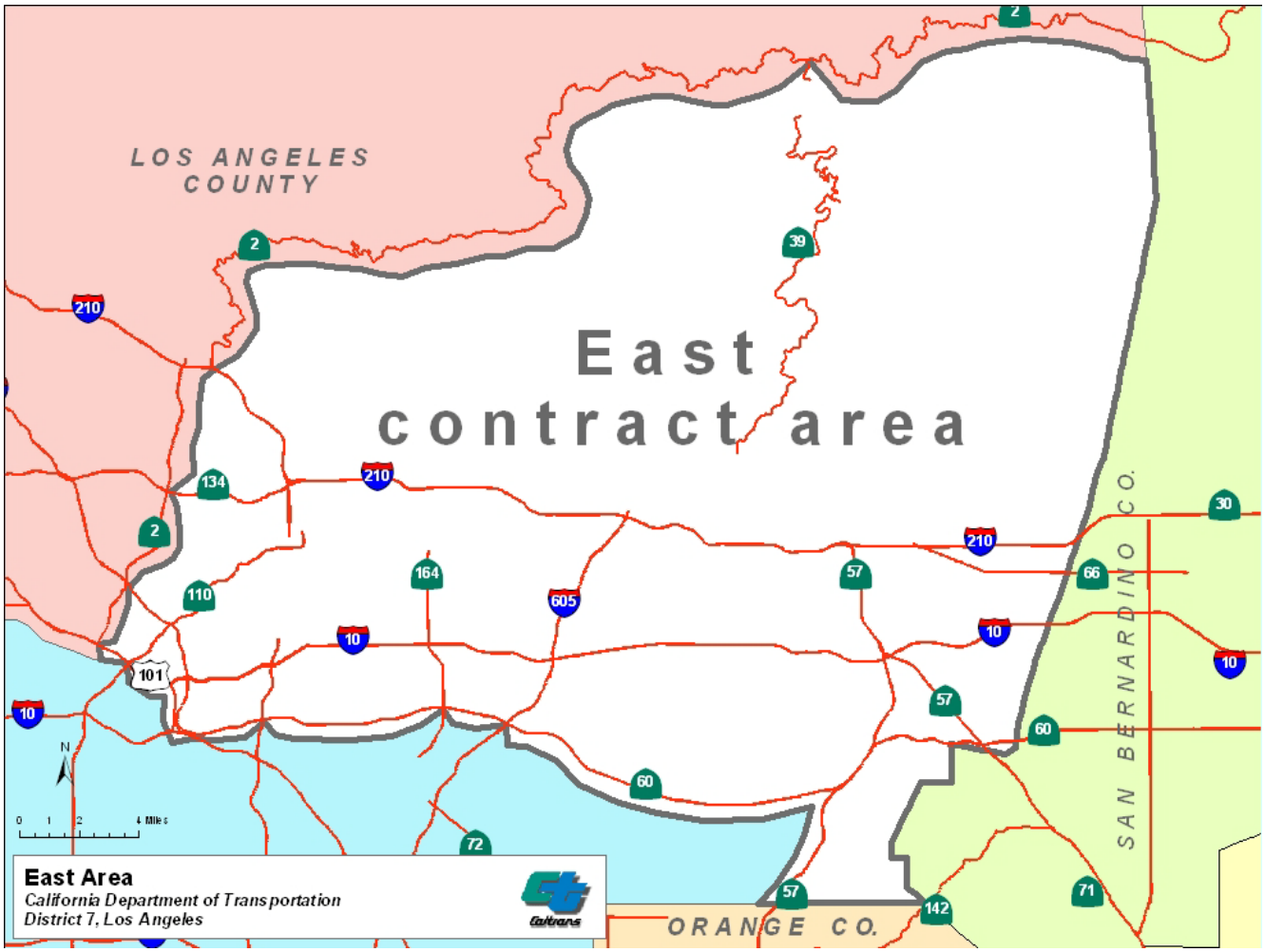
This is an on-call type contract for approximately three (3) years.

1. The period of performance for each Task Order shall be in accordance with the contract performance period. Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this contract.

2. The Consultant will perform each WBS task requested in the Task Order within the time specified and agreed to. No Task Order will be worked on after the expiration date of the Task Order. Charges above the Task Order limit or on any work performed after the expiration date of the Task Order will not be paid.

III. LOCATION OF WORK

In general, the work shall be performed on projects to improve the State's transportation system in District 7, in East Los Angeles County. The geographical area covered by this contract bounded on the south and including State Route 60, bounded on the north but not including State Route 2, and bounded on the west and including State Route 101 between State Route 60 and State Route 2. The specific project location of the field surveying work to be performed will be stated in each Task Order.



The following projects are included in the scope of this contract.

EA	COUNTY / ROUTE & PM	PROJECT DESCRIPTION
11707	LA 010 PM31.2/33.4	CONSTRUCT HOV LANES
1170U	LA 010 PM33.4/37.5	CONST HOV LANES & SOUNDWALLS
11934	LA 010 PM 37.5/42.4	CONST HOV LANE IN EA DIRECTION
1294V	LA 060 PM11.8/23.3	CONSTRUCT HOV LANE AND SOUNDWALLS
12993	LA 210 PM33.3R/46.8R	CLOSED CIRCUIT TELEVISION SYSTEM
16681	LA 010 PM18.3/31.3	REHABILITATE ROADWAY AND RAMPS
16682	LA 010 PM18.3/21.6	REPLACE EXISTING HOV LANES

EA	COUNTY / ROUTE & PM	PROJECT DESCRIPTION
17215	LA 030 PM2.3R/5.4R	FREEWAY CONSTRUCTION
18410	LA 005 PM15.8/16.9	UPGRADE MEDIAN CONCRETE BARRIER
18940	LA 071 PM1.3/2.0	GRADE SEPARATION
19310	LA 005 PM16.9/28.7	REHABILITATE PAVEMENT
1992U	LA 039 PM40.0/44.4	REHAB DRAIN, CONST RET WALL, RECON RD
1X321	LA 039 PM40.0/44.4	CONSTRUCT RETAINING WALL
1X322	LA 039 PM17.7/40.0	CONSTRUCT RETAINING WALL
21060	LA 071 PM0.5/4.5	RECONSTRUCTION - ADD LANES
22410	LA 060 PM21.5R/23.0R	CONSTRUCT INTERCHANGE
22450	LA 210 PM35.5/35.9	CONSTRUCT SOUND WALL
2266A	LA 005 PM27.2/28.7	CONSTRUCT LITTER REMOVAL DEVICES
22810	LA 210 PM29.5/30.7	CONSTRUCT SOUNDWALLS
23120	LA 039 PM30.6R/30.6R	REPLACE BRIDGE FOUNDATION
23140	LA 210 PM40.6/42.1	CONSTRUCT SOUNDWALLS
23290	LA 210 PM25.3/32.2	CONSTRUCT SOUNDWALLS
23800	LA 060 PM18.0/21.5	SIDEWALKS, IRRIGATION, LANDSCAPING
2395U	LA 110 PM25.9/31.9	CONSTRUCT CONCRETE BARRIER
24540	LA 010 PM31.1/32.3	INTERCHANGE IMPROVEMENTS
25060	LA 210 PM31.8/34.2	CONST SOUNDWALL WITH MASONRY BLOCK
25230	LA 057 PM7.7R/12.2R	PAVEMENT REHABILITATION
25330	LA 060 PM23.9/30.5	REPLACE PVEMENT
25380	LA 210 PM25.8R/47.0R	REHABILITATE CONCRETE
25510	LA 060 PM24.2R/24.7R	IC MODIFICATION, CONSTRUCT ON-RAMPS
25892	LA 060 PM4.4R/12.2	CONSTRUCT AUSTIN VAULT SAND FILTER
26040	LA 039 PM31.2R	BRIDGE SCOUR MITIGATION

EA	COUNTY / ROUTE & PM	PROJECT DESCRIPTION
26700	LA 210 PM30.7R/41.4R	FREEWAY MAINTENANCE ACCESS
27440	LA 010 PM20.2/31.2	HIGH OCCUPANCY TOLL LANES
27450	LA 005 PM15.1/18.2	UPGRADE MBGR & CRASH CUSHIONS
27910	LA 057 PM4.3R/4.8R	ADD WB AUXILIARY LANE/OC/RAMP/CONN
28400	LA 110 PM27.1/28.1	TRANSPORTATION ENHANCEMENT
28440	LA 110 PM25.7/28.1	TRANSPORTATION ENHANCEMENT
28810	LA 210 PM16.1/24.8	ROADWAY REHABILITATION
28900	LA 010 PM37.2/42.4	MAINLINE PAVEMENT REHABILITATION
29390	LA 060 PM7.7	BRIDGE REPLACEMENT
2Y770	LA 605 PM4.8R/19.9R	TREAT DECKS
3X300	LA 010 PM0.4S/	RECONST FAILED SLOPE INST RETAIN WALL
44042	LA 210 PM26.3R/29.3R	CONST TRNST STA IN MED
4H900	LA 060 PM20.6/	WIDEN OFF-RAMP
4T580	LA 210 PM24.2R/24.2R	INSTALL TRAFFIC SIGNAL
4Y380	LA 060 PM0.1/0.1	REPLACE OVERHEAD SIGN STRUCTURE

The above list is comprehensive but is not an exclusive list of projects. The Consultant may be required to work on projects not listed above.

Caltrans intends to utilize this contract to complete a specific portion of land surveying and right of way engineering work for each of the projects listed herein with the services detailed in the Scope of Work. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involve a specific project (or projects) listed herein and includes part of the scope of work contained in this contract. The Consultant shall not be excluded from competing for the award of the project-specific contract.

IV. STANDARDS AND MANUALS

1. All work shall be performed in accordance with current California Department of Transportation (Caltrans) Manuals and their current revisions.

2. Records of Survey shall comply with the provisions of the California Land Surveyors' Act and the policies of the County Surveyor of the county in which the survey lies.

3. The Caltrans Contract Manager, in cooperation with the Caltrans Task Manager, shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. All evaluation will be based on strict adherence to the standards and specifications as outlined by the Caltrans Survey Manual or as specified in the Task Order.

4. Surveys performed by the Consultant shall conform to the requirements of the Land Surveyors Act. "Responsible charge" as defined in the Land Surveyors Act shall reside with a Licensed Land Surveyor or a pre-January 1, 1982 Registered Civil Engineer in the State of California.

5. Collection of data into Caltrans formats shall comply with "Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy (NSSDA)" FGDC-STD-007.3-1998 specified by Caltrans. In regard to Geographic Information Systems, this contract is limited to the collection of geospatial data only.

6. While performing geodetic control surveys under this contract, the Consultant shall only use control values derived though the National Geodetic Survey's (NGS) National Spatial Reference System (NSRS) for all Task Orders resulting from this contract. The Consultant shall only use solutions based upon the IGS08 reference frame, IGS08 orbits, NAD 83 (2011) 2010.00 epoch ellipsoid heights, the GEOID12 model, and NGS absolute antenna models (as appropriate). Any network adjustments in the various epochs of the NSRS shall only be those published by the NGS as defined in sections 8801 through 8819 and 8850 through 8902 of the Public Resources Code and shall be specifically defined by Task Order. In addition to geodetic surveys conducted in accordance with the Caltrans Surveys Manual, the Consultant shall use the standards and specifications as currently published by the NGS as appropriate. Any deviation by the Consultant from the aforementioned procedures shall first be defined in writing by the Caltrans Task Manager in the scope of services for the Task Order in question.

7. The Consultant is directed to Caltrans Publications and Distribution Center.

   Publications staff can be reached at (916) 263-0865.

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

8. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from the Caltrans internet website may be requested from the Caltrans Contract Manager and/or the Caltrans Task Manager. Caltrans does not guarantee the availability of publications nor its internet web pages.

http://CALTRANS-opac.ca.gov/publicat.htm

9. It is the Consultant's responsibility to ensure that all updates and revisions to the following manuals, documents and links to the internet sites referenced below and other applicable resources are adhered to. The list is not all-inclusive, but is intended to provide and illustrate referenced material and sources of information for the Consultant.

   - CALTRANS Internet Home Webpage

     http://www.dot.ca.gov/

   - CALTRANS Manuals Internet Webpage

     http://www.dot.ca.gov/manuals.htm

   - CALTRANS CADD Users Manual

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

   - CALTRANS Safety Manual

     http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm

   - CALTRANS Surveys Manual

     http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

10. Additional standards for specific surveying 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 govern over the standards specified herein.

11. The Consultant represents that it possesses all necessary training, valid licenses and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed above or if no Standards listed, will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of this Contract's Scope of Work, working on similar, successfully completed projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in this Contract, 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 Contract.

V. PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable and experienced in performing the types of surveying work described above in "Description of Required Services" with minimal instructions.

1. Consultant's Contract Manager - The Consultant's Contract Manager shall coordinate all surveying and right of way engineering matters with the Caltrans Contract Manager, in cooperation with the Caltrans Task Manager. The Consultant's Contract Manager shall be a licensed Professional Land Surveyor in State of California, or Professional Engineer licensed to practice land surveying in the State of California (registered prior to 1982). The Consultant's Contract Manager shall be accessible to the Caltrans Contract Manager and/or the Caltrans Task Manager at all times during normal Caltrans working hours. In addition to other specified responsibilities, the Consultant's Contract Manager shall be responsible for all matters related to the Consultant personnel and survey operations, including:

    a. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.

    b. Managing team of subconsultants.

    c. Assigning personnel to complete the required Task Order work as specified.

    d. Administering personnel actions.

    e. Maintaining project files.

    f. Maintaining quality control of all deliverable products, demonstrating technical excellence, objectivity, and clarity while maintaining project schedules, insuring product accuracy and identifying critical reviews and milestones.

    g. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparing and distributing meeting minutes.

    h. Managing conflicts.

    i. Overseeing that all safety measures are in place.

    j. Managing overall budget and provide report to the Contract Manager.

    k. Knowledge and familiarity with prevailing wage issues and requirements in State of California.

2. Party Chief - Party Chiefs shall fulfill one (1) of the following licensing requirements:

    a. A licensed Land Surveyor in the State of California.

b. A pre-January 1, 1982 registered Civil Engineer in the State of California.

c. An experienced surveyor who serves as Party Chief under the direction and supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Civil Engineer in the State of California. This direction and supervision shall be provided in a manner and with a span of control and immediacy that enables the supervisor to be in "responsible charge" of the work as defined in the Business and Professions Code, Division 3, Chapter 15 (The Land Surveyors Act).

3. Instrumentperson - The Instrumentperson reports to the Party Chief and shall be capable of assisting the Party Chief in all required field and office surveying work.

4. Rodperson – A Rodperson can be used to augment a party that is comprised of at least one (1) Party Chief and one (1) instrumentperson as the project task workload dictates, and as pre-approved by the Task Manager.

5. Apprentice – A Surveying Apprentice can be used to augment a party that is comprised of at least one (1) Party Chief and one (1) Instrumentperson as the project task workload dictates, and as pre-approved by the Task Manager.

6. The Consultant shall have access to personnel with demonstrated expertise and experience in the fields of Geographic Information Systems (GIS) and geodetic survey control.

7. Minimum Requirements for Survey Party Membership - Unless otherwise specified in the Task Order, each survey party shall typically consist of one (1) Party Chief and one (1) Instrumentperson, dependent on the nature of work. Additional party members may be required for safety or operational need. Additional party members shall be pre-approved by the Caltrans Task Manager. In addition:

   a. Each Party Chief shall be knowledgeable and experienced in the following:

      - Plane and geodetic surveys.
      - Equipment used in surveying for transportation facilities.
      - Computers, pertinent software, and their applications.
      - Principles of effective communication and supervision.
      - A Supervisor's role in safety matters.
      - Use of the Global Navigation Satellite System (GNSS) as it pertains to land surveying where applicable.

- Mobile Terrestrial Laser Scanning (MTLS) for specialized surveying where applicable.

b. With survey parties comprised of three (3) or more individuals, at least one (1) Instrumentperson on the survey party shall be capable of assuming temporary leadership of the survey party.

c. For survey parties of two (2) individuals, no member of the survey party shall have less than one (1) year of surveying experience.

8. After Caltrans' approval of the Consultant's staff proposal and finalization of the Task Order, the Consultant may not add or substitute staff without the Caltrans Contract Managers' prior approval. The Consultant is required to submit a written request and obtain prior approval from the Caltrans Contract Manager for any substitutions or alternations to the Consultant's originally proposed staff and project organization, as depicted on the Consultant's Organization Chart as submitted in the Statement of Qualifications (SOQ).

9. The responsible surveyor signing the reports and documents or any other deliverable requiring the signature of a surveyor registered in California shall be currently licensed and employed by the Consultant or their subconsultants at the time of the deliverable submittal and through Caltrans' review and acceptance process.

10. Any product or deliverable not fully approved by Caltrans, bearing the signature of the surveyor no longer employed shall be replaced by another product or deliverable bearing the signature of a qualified replacement surveyor. In such an eventuality, no additional time and/or cost will be allowed to the Consultant without prior written approval from the Caltrans Contract Manager.

11. All Consultant work shall be conducted under the direction of the Consultant's Contract Manager who is appropriately experienced. Reports and deliverables requiring the surveyors' signature shall be produced by the Consultant's staff having appropriate experience and signed by a registered surveyor in the State of California or a pre-January1, 1982 Registered Civil Engineer also currently licensed in the State of California.

12. The Consultant shall provide Caltrans a cost estimate for each Task Order by the Classification titles of employees.

13. When a complete survey crew is not necessary and the Consultant is tasked with providing staff to augment Caltrans crew, the specific classification requested shall conform to the above requirements.

VI. AVAILABILITY AND WORK HOURS

1. The Consultant shall begin the required surveying work within three (3) working days after receiving a fully executed Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.

2. Surveying work shall not be performed when conditions prevent a safe and efficient operation.

3. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, the normal workweek shall consist of 40 hours. Field surveyors will either work a 5 day, 8 hour schedule or a 4 day, 10 hour schedule to match Caltrans' operational needs as specified in the individual Task Order.

4. Field survey crews shall work full (8 or 10 hour) shifts at the project site.

5. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans Contract Manager, in advance, or specifically required by the Task Order. Electronic mail may be used to grant approval.

VII. ORIENTATION PROVIDED BY CALTRANS

Caltrans shall provide orientation for each Task Order as necessary. The orientation shall consist of instructions on Caltrans' procedures, practices, and requirements for the specific survey work to be performed. The Consultant shall perform the survey work in conformance with the orientation instructions, in addition to the requirements specified herein and in the Task Order.

VIII. QUALITY ASSURANCE REQUIREMENTS

The Consultant must demonstrate that a quality assurance program is in place and is suitable to ensure that Caltrans receives accurate, quality deliverables. Caltrans' role will be limited to monitoring the Consultant's quality assurance program. Quality assurance will be required for Caltrans produced data or data produced by another Consultant.

IX. EQUIPMENT REQUIREMENTS

1. Office Equipment and Supplies - The Consultant shall have adequate office equipment and supplies to complete the required surveying and right of way engineering work. Such equipment and supplies shall include, but not be limited to, the following:

    a. Computers, printers, plotters, and calculators.

    b. Data processing systems, including the most current version of software, for:

- Reducing survey data.
- Performing network adjustments for vertical and horizontal control surveys (StarNET v6.0, Trimble Business Center v2.7, GrafNav v8.4).
- Processing digital terrain models in format which can be imported to Caltrans' approved roadway design format (CAiCE v10.0).
- Coordinate geometry calculations (COGO). This software shall use/create coordinate geometry databases, naming and coding conventions in Caltrans 'approved formats (currently ".tss" format).
- Formatting survey data and digital terrain models to the formats used by Caltrans' computerized survey and design systems.
- Formatting collected and compiled data to the formats used by Caltrans' information systems.
- Additional compensation will not be allowed or provided for any conversion to Caltrans approved format.
- Failure to provide deliverables in the appropriate format will be considered failure to complete work and no compensation will be provided until the deliverables are received in the correct version.

c. Computer Aided Drafting and Designing (CADD) equipment and software capable of producing surveying maps, drawings, documents and integrated data products in Caltrans' approved formats (Bentley MicroStation V8i, Autodesk Civil 3D v2013,and ESRI ArcGIS 10.1).

2. Field Equipment and Supplies - The Consultant shall have adequate field equipment, all appropriate personal safety gear (See Section XI – SURVEY SAFETY below) and supplies to complete the required field surveying work. The equipment and supplies for each survey party shall include, but not be limited to, the following:

   a. One (1) primary survey vehicle. The vehicle shall be fully equipped with all necessary tools, safety equipments, instruments, and supplies required for the efficient operation of a survey party. In cases where required for safety or crews larger than two surveyors, a secondary vehicle may be required. Each vehicle shall have an overhead flashing yellow light and be suitable for the terrain conditions of the project sites and the work to be performed, as further stipulated in the Task Order.

   b. Photo target templates for painting Caltrans standard targets, if required by the specific Task Order.

c. An electronic calculator or portable computer.

d. Hand tools as appropriate for the requested survey work.

e. A minimum of 25 traffic cones (28 inches minimum height).

f. Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested survey work. Traffic control devices shall be utilized in accordance with current Caltrans' policy, procedure, manuals, and standard plans.

g. Leveling instruments and equipment:

- Self-leveling level or electronic bar code level capable of achieving the precision stated in Caltrans' Survey Manual.

- Suitable leveling rods for the work to be performed.

h. A Total Station Survey System consisting of:

- An electronic angle measuring instrument that has a manufacturer's listed accuracy for the direct circle reading of the horizontal and vertical angles of 3 seconds or better.

- An electronic distance measurer that has a manufacturer's listed accuracy of 5-millimeters plus/minus 3 ppm or better.

- An electronic data collector capable of running data collection and stakeout software.

- Prior to the commencement of the first Task Order for construction staking or topographic surveys, the Consultant shall have a data collector compatible and interchangeable with Caltrans' standard Trimble Data collector.

- Total station survey system shall be capable of producing reports sufficient for Quality Assurance purposes.

i. Global Navigation Satellite System (GNSS) equipment may (shall) be used when approved (required) by the Task Order or the Caltrans Contract Manager.

- GNSS receivers and antennas suitable for the specific survey as specified in the Caltrans Survey Manual.

- Fixed-height tripods as specified in Caltrans Survey Manual.

- Real Time Kinematic (RTK) or Real Time Network (RTN) GNSS system.

3. When the Consultant is tasked with providing staff to augment Caltrans crews, the Task Order shall stipulate the required equipment. The Consultant shall provide all augmentation staff Personal Protective Equipment that shall comply with the Caltrans Safety Manual. Office and field equipment and supplies listed above are considered "tools of the trade".

4. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs must be in compliance with 48 Code of Federal Regulation, Chapter 1,Part 31 (Federal Acquisition Regulation - FAR cost principles) and be consistent with the consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.

X. DATUM REQUIREMENTS

1. Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys and mapping. Caltrans shall provide the California Coordinate System values for the horizontal control monuments and the elevation values for the vertical monuments. All bearings and distances shall be on the California Coordinate System as based on the primary control furnished to Consultant. The Consultant shall adjust the Consultant performed surveys utilizing the designated control monument values. No other survey control shall be used by the Consultant under any circumstances.

2. All maps and deeds prepared by the Consultant shall conform to the STATEWIDE SYSTEM OF PLANE COORDINATES, Sections 8801 through 8819 of the Public Resources Code. Distances and bearings shown shall be grid and the maps and documents shall show the appropriate datum and combination factor necessary for surface conversion.

3. The Task Order will designate which epoch of the California Coordinate System is to be used for horizontal coordinate values. Generally horizontal coordinates shall be NAD '83, epoch 1991.35.

4. The Task Order will designate the vertical datum to be used for elevations. Generally vertical datum shall be NAVD '88.

XI. SURVEY SAFETY

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

1. The Consultant shall conform to the safety provisions of Caltrans' Surveys Manual.

2. All Consultant personnel reporting to work under this Contract shall be required to perform work in a competent, safe and professional manner. Caltrans is committed to providing a safer work place for all employees and the public. Should a Consultant's employee exhibit problematic or unacceptable behavior, or not perform required services in a competent manner, the Consultant shall remove and replace that employee with a competent and qualified individual.

3. The Task Order may stipulate that the Consultant provides Traffic Control planning and services. All such plans and services shall meet all applicable Caltrans' Safety Standards and District addendum. (See Section XII - TRAFFIC CONTROL)

4. The Consultant's surveying personnel shall wear white hard hats, eye protection, and approved safety vests at all times while working in the field.

5. The Consultant shall provide appropriate safety training for all Consultant's field personnel, including training required for surveying on and near highways.

6. The Consultant shall provide all safety equipment.

XII. TRAFFIC CONTROL

When required to safely complete the required field survey work, the Consultant shall establish and maintain traffic control, including lane closures, in accordance with Caltrans Standards Plans and Safety Manual and the requirements herein. Personnel performing traffic control work shall be experienced in such work. Before closing any traffic lanes, approval shall be obtained through the Caltrans Task Manager. Traffic Control and Lane Closures must be coordinated with the Caltrans Task Manager, the Caltrans Traffic Manager, and the Caltrans Maintenance Office, with all necessary approvals.

The executed Caltrans contract and each executed Task Order constitute the encroachment permit for the Consultant to work on State Right of Way for project(s) listed on the task order. The Consultant shall possess a copy of each of these permits prior to performing work within the State Right of Way.

XIII. MONUMENT MARKINGS

Monuments established by the Consultant shall be marked by the Consultant with Caltrans-furnished disks, plugs, or tags. In addition, the Consultant shall identify Caltrans-furnished monuments by tagging or stamping the monuments with the license or registration number of the Consultant's surveyor who is in "responsible charge" of the work.

XIV. DELIVERABLES

The Consultant may be required to produce cross sections. An alignment will normally be provided by Caltrans in a CAiCE format. Delivery will be X, Y, Z, and point code files as

specified in individual Task Orders.

Unless otherwise specified in the Task Order, the deliverables shall conform to the following:

1. All maps shall be submitted in both hardcopy and electronic files in Caltrans approved format.

2. Survey point files shall conform to Caltrans ".tss" file format and topo codes as described in the Caltrans Data Collector (CTDC) manual.

3. If required by the specific task order, GIS data products shall be submitted in the Caltrans approved format (ESRI ArcGIS 10.1).

4. Deeds and other written documents shall be submitted in both hardcopy and electronic files in the Caltrans approved format (Microsoft Office suite of software).

5. Survey points, lines, and monuments shall be established, marked, identified and referenced, as required by the Task Order and the requirements herein.

6. Survey notes, drawings, calculations and other survey documents and information shall be completed as required by the Task Order and the requirements herein in the Caltrans approved format. Survey notes shall be submitted in both paper hardcopy and .pdf format.

7. All original survey documents resulting from this contract (including original field notes, data collector raw files, edits to field data, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to Caltrans and shall become the property of Caltrans. The Consultant shall retain a copy of all survey documents furnished to Caltrans. When the survey is performed with a Total Station Survey System, the original field notes shall be a hard copy listing in a readable format of the data (observations) as originally collected and submitted by the survey party. The listing shall be signed by the person in "responsible charge" of the survey.

8. The final results of all surveys shall be delivered to Caltrans in the formats specified below:

    a. The HORIZONTAL CONTROL shall be submitted in an electronic file in a Caltrans designated format. The electronic medium shall be consistent with the Caltrans computerized system. Also, an alpha/numeric hard copy point listing with adjusted California Coordinate System Northings and Eastings and appropriate descriptions shall be submitted.

    b. The VERTICAL CONTROL shall be submitted in an electronic file in a Caltrans designated format. The electronic medium shall be consistent with the Caltrans computerized system. Also, an alpha/numeric hard copy benchmark listing with adjusted elevations and appropriate descriptions shall be submitted.

c. The TOPOGRAPHIC DATA shall be submitted in electronic files in Caltrans designated formats, generally Caltrans ".tss" format. The electronic medium shall be consistent with the Caltrans computerized system (CAiCE). Also, hard copy drawings and an alpha/numeric hard copy listing shall be submitted.

XV. MATERIALS TO BE PROVIDED BY CALTRANS

Caltrans shall provide the Consultant materials necessary to complete a Task Order. The Consultant shall execute the specific work described in the Task Order based on the material supplied. When applicable, the following materials will be provided to the Consultant:

1. Existing right of way record data, if any, within the project limits.
2. Existing survey maps, control, and data as available.
3. Existing topographic and planimetric maps of the project area, if available.
4. Project limits.
5. Monument disks, plugs, tags, and marker posts.

XVI. MATERIALS TO BE PROVIDED BY CONSULTANT

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work. The Consultant will obtain all permits, if required, for any surveying work to be performed if a "turn-key" complete crew is required.

XVII. MONITORING, REPORTING AND REVIEW PROCEDURE

The Caltrans Contract Manager, or his/her representative, shall have the right to monitor and review the progress and/or processes of the Consultant.

The Consultant shall meet with the Caltrans Task Manager when deemed necessary, to review procedures and progress.

1. The survey party chief for each Consultant's survey party shall prepare a daily "Survey Party Report." The report shall be prepared daily at the end of the day's work.
2. The office squad leader for each Consultant's office squad shall prepare a weekly "Office Survey Report." The report shall be prepared weekly at the end of the week's work.
3. The Consultant shall provide a monthly Task Order Summary Report detailing all work performed under each Task Order. This report should coincide with the dates covered by the monthly invoice period of performance. The report should be included with the invoice submittal.

XVIII. PRODUCT APPROVAL AND PAYMENT

1. All surveying and right of way engineering deliverables, survey data, maps, and documents produced by the Consultant as specified by the Task Order shall be subject to the approval and acceptance by the Caltrans Task Manager and the Caltrans Contract Manager.

2. In the event of non-acceptance due to errors, omissions or non-compliance with Caltrans' Manuals and their current revisions, the Consultant shall make corrections at no cost to Caltrans.

3. Work that does not conform to the requirements specified herein and the applicable Task Order will be rejected and not be paid.

XIX. CONFLICT OF INTEREST

This procurement process and resulting contract shall be in full compliance with CALTRANS deputy directives and State laws regarding conflict of interest. Please refer to CALTRANS DD-09 "Incompatible Activities and Conflict of Interest"; CALTRANS DD-02 "Ethics"; GC Article 4, Section 1090 and 1991; GC Article 10, Section 19990.

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 prior to payment. In the event replacement deliverables are not possible, the Consultant shall not receive compensation for the deliverables containing conflict of interest.

The Consultant shall disclose any potential or actual conflicts of interest throughout the term of this Contract that cover the projects listed in Section III - LOCATION OF WORK above. The Consultant may be disqualified from performing on projects for which there is a potential or actual conflict of interest. Failure to disclose conflicts of interest throughout the duration of this Contract are grounds for termination of the Contract for default per Ex. D, section III.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

SOUTHERN CALIFORNIA LOS - 2012-2

Contract # 07A3303
Attachment 2
Consultant: David Evans and Associates, Inc.
3/5/2013

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To			
Robert D. Vasquez, PLS, Contract Manager (Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$183.73	NC	NC	4/1/2013	3/31/2014	0.00%	**$ 61.50**	
																									$183.73	NC	NC	4/1/2014	3/31/2015	0.00%	**$ 61.50**	
																									$183.73	NC	NC	4/1/2015	4/30/2016	0.00%	**$ 61.50**	
****Marcus T. Reedy, PLS QA/QC** (Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$183.73	NC	NC	4/1/2013	3/31/2014	0.00%	**N/A**	
																									$183.73	NC	NC	4/1/2014	3/31/2015	0.00%		
																									$183.73	NC	NC	4/1/2015	4/30/2016	0.00%		
Anthony M. Squellati, PLS Project Surveyor (Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$137.42	NC	NC	4/1/2013	3/31/2014	0.00%	**$ 46.00**	
																									$137.42	NC	NC	4/1/2014	3/31/2015	0.00%	**$ 46.00**	
																									$137.42	NC	NC	4/1/2015	4/30/2016	0.00%	**$ 46.00**	
John "Jay" Bentley, PLS Project Surveyor (Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$128.46	NC	NC	4/1/2013	3/31/2014	0.00%	**$ 43.00**	
																									$128.46	NC	NC	4/1/2014	3/31/2015	0.00%	**$ 43.00**	
																									$128.46	NC	NC	4/1/2015	4/30/2016	0.00%	**$ 43.00**	
D. Gary Hutcheson, PLS Project Surveyor (Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$146.38	NC	NC	4/1/2013	3/31/2014	0.00%	**$ 49.00**	
																									$146.38	NC	NC	4/1/2014	3/31/2015	0.00%	**$ 49.00**	
																									$146.38	NC	NC	4/1/2015	4/30/2016	0.00%	**$ 49.00**	
N. "Sue" Tsoi, PLS Project Surveyor (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$88.13	$102.88	$117.63	4/1/2013	3/31/2014	0.00%	**$ 29.50**	
																									$88.13	$102.88	$117.63	4/1/2014	3/31/2015	0.00%	**$ 29.50**	
																									$88.13	$102.88	$117.63	4/1/2015	4/30/2016	0.00%	**$ 29.50**	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed.

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To			
Dolores Moreira																																	
Project Coordinator	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$82.75	$96.60	$110.45	4/1/2013	3/31/2014	0.00%	**$ 27.70**	
																									$82.75	$96.60	$110.45	4/1/2014	3/31/2015	0.00%	**$ 27.70**	
(non-Exempt)																									$82.75	$96.60	$110.45	4/1/2015	4/30/2016	0.00%	**$ 27.70**	
Yvette M. Brewer																																	
Project Coordinator	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$98.29	$114.74	$131.19	4/1/2013	3/31/2014	0.00%	**$ 32.90**	
																									$98.29	$114.74	$131.19	4/1/2014	3/31/2015	0.00%	**$ 32.90**	
(non-Exempt)																									$98.29	$114.74	$131.19	4/1/2015	4/30/2016	0.00%	**$ 32.90**	
Nicholas J.D. Lewis, PLS																																	
LS Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2013	3/31/2014	0.00%	**$ 46.86**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2014	3/31/2015	0.00%	**$ 46.86**	
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2015	4/30/2016	0.00%	**$ 46.86**	
(non-Exempt)																																	
Jerry C. Woodrow, PLS, CFedS																																	
LS Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2013	3/31/2014	0.00%	**$ 46.86**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2014	3/31/2015	0.00%	**$ 46.86**	
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.86**	$70.29	$93.72	$21.45	$68.31	$91.74	$115.17	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$139.99	$163.42	$186.85	4/1/2015	4/30/2016	0.00%	**$ 46.86**	
(non-Exempt)																																	
Timothy R. Garcia, LSIT																																	
Certified Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**	
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**	
(non-Exempt)																																	
Timothy R. Garcia, LSIT /																																	
Instrument Person	**FIELD**																																
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2013	3/31/2014	0.00%	**$ 40.91**	
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**	
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**	
(non-Exempt)																																	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed.

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

SOUTHERN CALIFORNIA LOS - 2012-2

Contract # 07A3303
Attachment 2
Consultant: David Evans and Associates, Inc.
3/5/2013

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																			
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To		
Timothy R. Garcia, LSIT																																
Sr. Survey Analyst	**OFFICE**																															
Local 12		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**
																									$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**
Non-Prevailing Wage Work																									$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**
(non-Exempt)																																
Christopher Johnson, LSIT																																
Certified Party Chief	**FIELD**																															
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**
(non-Exempt)																																
Christopher Johnson, LSIT																																
Instrument Person	**FIELD**																															
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2013	3/31/2014	0.00%	**$ 40.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**
(non-Exempt)																																
Christopher Johnson, LSIT																																
Sr. Survey Analyst	**OFFICE**																															
Local 12		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**
																									$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**
Non-Prevailing Wage Work																									$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**
(non-Exempt)																																
Richard "Rick" Fairburn																																
Certified Party Chief	**FIELD**																															
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**
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Richard "Rick" Fairburn																																
Instrument Person	**FIELD**																															
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2013	3/31/2014	0.00%	**$ 40.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**
(non-Exempt)																																

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed.

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

SOUTHERN CALIFORNIA LOS - 2012-2

Contract # 07A3303
Attachment 2
Consultant: David Evans and Associates, Inc.
3/5/2013

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																			
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To		
Larry "Brent" Walker																																
Certified Party Chief	**FIELD**																															
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2013	3/31/2014	0.00%	**$ 46.16**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2014	3/31/2015	0.00%	**$ 46.16**
Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$46.16**	$69.24	$92.32	$21.45	$67.61	$90.69	$113.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$137.90	$160.98	$184.06	4/1/2015	4/30/2016	0.00%	**$ 46.16**
Larry "Brent" Walker																																
Instrument Person	**FIELD**																															
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2013	3/31/2014	0.00%	**$ 40.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**
Prevailing Wage Work **(non-Exempt)**		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**
Louis A. Henry																																
Party Chief	**FIELD**																															
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2013	3/31/2014	0.00%	**$ 43.41**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2014	3/31/2015	0.00%	**$ 43.41**
Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2015	4/30/2016	0.00%	**$ 43.41**
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		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**
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Zachery Buren, LSIT																																
Party Chief	**FIELD**																															
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2013	3/31/2014	0.00%	**$ 43.41**
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Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2015	4/30/2016	0.00%	**$ 43.41**
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		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**
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7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
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For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed.

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	56.38%	+	118.33%	+	0.63%	=	**175.34%**
OVERTIME	56.38%	+	118.33%	+	0.63%	=	**175.34%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To				
Jorge Arellanes																																	
Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2013	3/31/2014	0.00%	**$ 43.41**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2014	3/31/2015	0.00%	**$ 43.41**	
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2015	4/30/2016	0.00%	**$ 43.41**	
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		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**	
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**	
(non-Exempt)																																	
David A. Figueredo																																	
Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2013	3/31/2014	0.00%	**$ 43.41**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2014	3/31/2015	0.00%	**$ 43.41**	
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$129.68	$151.39	$173.09	4/1/2015	4/30/2016	0.00%	**$ 43.41**	
(non-Exempt)																																	
David A. Figueredo																																	
Instrument Person	**FIELD**																																
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2013	3/31/2014	0.00%	**$ 40.91**	
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2014	3/31/2015	0.00%	**$ 40.91**	
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122.22	$142.67	$163.13	4/1/2015	4/30/2016	0.00%	**$ 40.91**	
(non-Exempt)																																	
Juan M. Rodriguez																																	
Chainman	**FIELD**																																
Local 12		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2013	3/31/2014	0.00%	**$ 40.33**	
		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2014	3/31/2015	0.00%	**$ 40.33**	
Prevailing Wage Work		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2015	4/30/2016	0.00%	**$ 40.33**	
(non-Exempt)																																	
Jerry P. Stabell																																	
Chainman	**FIELD**																																
Local 12		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2013	3/31/2014	0.00%	**$ 40.33**	
		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2014	3/31/2015	0.00%	**$ 40.33**	
Prevailing Wage Work		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	**$40.33**	$60.50	$80.66	$21.45	$61.78	$81.95	$102.11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.48	$140.65	$160.81	4/1/2015	4/30/2016	0.00%	**$ 40.33**	
(non-Exempt)																																	
Jeffrey R. Stauffer																																	
Apprentice G	**FIELD**																																
Local 12		$31.56	$47.34	$63.12	$21.80	$53.36	$69.14	$84.92	**$32.50**	$48.75	$65.00	$20.60	$53.10	$69.35	$85.60	($0.26)	$0.00	$0.00	$0.00	$0.00	$0.00	($0.26)	$0.00	$0.00	$97.09	$113.34	$129.59	4/1/2013	3/31/2014	0.00%	**$ 32.50**	
		$31.56	$47.34	$63.12	$21.80	$53.36	$69.14	$84.92	**$32.50**	$48.75	$65.00	$20.60	$53.10	$69.35	$85.60	($0.26)	$0.00	$0.00	$0.00	$0.00	$0.00	($0.26)	$0.00	$0.00	$97.09	$113.34	$129.59	4/1/2014	3/31/2015	0.00%	**$ 32.50**	
Prevailing Wage Work		$31.56	$47.34	$63.12	$21.80	$53.36	$69.14	$84.92	**$32.50**	$48.75	$65.00	$20.60	$53.10	$69.35	$85.60	($0.26)	$0.00	$0.00	$0.00	$0.00	$0.00	($0.26)	$0.00	$0.00	$97.09	$113.34	$129.59	4/1/2015	4/30/2016	0.00%	**$ 32.50**	
(non-Exempt)																																	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

   For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
   Billing rate for travel time = Loaded Rate Formula "C" above.
   All travel time, outside of the regular work day, will be billed.

   For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	N/A	+	N/A	+	N/A	=	N/A
OVERTIME	N/A	+	N/A	+	N/A	=	N/A
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	N/A	+	N/A	+	N/A	=	N/A
OVERTIME	N/A	+	N/A	+	N/A	=	N/A
					Fee	=	N/A

Applicable Multiplier Delta Base (Field)	=	0.00
Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To		
****Ruel del Castillo, PLS** **Task Lead**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$183.73 $183.73 $183.73	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
(Exempt) **(Manager)**																																	
****Ken Kashborn, PLS** **Project Surveyor**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$145.46 $145.46 $145.46	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Non-Prevailing Wage Work **(Exempt)**																																	
****Gwen del Castillo, PLS** **Project Surveyor**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$143.99 $143.99 $143.99	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Non-Prevailing Wage Work **(Exempt)**																																	
****Neil Darling, LIST** **Survey Analyst**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$116.51 $116.51 $116.51	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Non-Prevailing Wage Work **(Exempt)**																																	
****Calvin Yoshitake, PLS** **Project Surveyor**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$143.40 $143.40 $143.40	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Non-Prevailing Wage Work **(Exempt)**																																	
****Kriss Larson, PLS** **Project Surveyor**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$137.42 $137.42 $137.42	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Non-Prevailing Wage Work **(Exempt)**																																	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
7. Travel Time Charges:

   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

   For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
   Billing rate for travel time = Loaded Rate Formula "C" above.
   All travel time, outside of the regular work day, will be billed.

   For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	N/A	+	N/A	+	N/A	=	N/A
OVERTIME	N/A	+	N/A	+	N/A	=	N/A
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	N/A	+	N/A	+	N/A	=	N/A
OVERTIME	N/A	+	N/A	+	N/A	=	N/A
					Fee	=	N/A
					Applicable Multiplier Delta Base (Field)	=	0.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To				
****Rod Reiter**																																	
Certified Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$132.22	$154.35	$176.48	4/1/2013	3/31/2014	0.00%	**N/A**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$132.22	$154.35	$176.48	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$132.22	$154.35	$176.48	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	
****Bob McDermott**																																	
Certified Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$132.22	$154.35	$176.48	4/1/2013	3/31/2014	0.00%	**N/A**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$132.22	$154.35	$176.48	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$132.22	$154.35	$176.48	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	
****Matt Karling**																																	
Party Chief	**FIELD**																																
Local 12		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$126.10	$147.20	$168.31	4/1/2013	3/31/2014	0.00%	**N/A**	
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$126.10	$147.20	$168.31	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07																	$126.10	$147.20	$168.31	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	
****Vivian Ogawa**																																	
Instrument Person	**FIELD**																																
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$118.63	$138.49	$158.34	4/1/2013	3/31/2014	0.00%	**N/A**	
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07																	$118.63	$138.49	$158.34	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07																	$118.63	$138.49	$158.34	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	
****Kevin Counts**																																	
Instrument Person	**FIELD**																																
Local 12		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$118.63	$134.49	$158.34	4/1/2013	3/31/2014	0.00%	**N/A**	
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07																	$118.63	$134.49	$158.34	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07																	$118.63	$134.49	$158.34	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	
****Andrew Guillen**																																	
Chainman	**FIELD**																																
Local 12		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$116.90	$136.46	$156.03	4/1/2013	3/31/2014	0.00%	**N/A**	
		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91																	$116.90	$136.46	$156.03	4/1/2014	3/31/2015	0.00%		
Prevailing Wage Work		$39.13	$58.70	$78.26	$22.65	$61.78	$81.35	$100.91																	$116.90	$136.46	$156.03	4/1/2015	4/30/2016	0.00%		
(non-Exempt)																																	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
7. Travel Time Charges:

   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

   For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
   Billing rate for travel time = Loaded Rate Formula "C" above.
   All travel time, outside of the regular work day, will be billed.

   For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	66.80%	+	0.00%	+	91.39%	=	**158.19%**
OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	66.80%	+	0.00%	+	91.39%	=	**158.19%**
OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
					Fee	=	**8.50%**

Applicable Multiplier Delta Base (Field)	=	1.00
Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To			
****Larry Carlson, CPC Task Manager (non-Exempt)**	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$170.88 $170.88 $170.88	NC NC NC	NC NC NC	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**N/A**	
Diana Knezevic Survey Technician (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$117.66 $117.66 $117.66	$138.66 $138.66 $138.66	$159.66 $159.66 $159.66	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**$ 42.00** **$ 42.00** **$ 42.00**	
Felix Miranda, P.E. Survey Technician (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$117.66 $117.66 $117.66	$138.66 $138.66 $138.66	$159.66 $159.66 $159.66	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**$ 42.00** **$ 42.00** **$ 42.00**	
Hugo Guardado CADD Technician (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$104.88 $104.88 $104.88	$123.60 $123.60 $123.60	$142.32 $142.32 $142.32	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**$ 37.44** **$ 37.44** **$ 37.44**	
David Bejarano Survey Technician (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$103.65 $103.65 $103.65	$122.15 $122.15 $122.15	$140.65 $140.65 $140.65	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**$ 37.00** **$ 37.00** **$ 37.00**	
Mark Vinluan CADD Technician (non-Exempt)	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$87.40 $87.40 $87.40	$103.00 $103.00 $103.00	$118.60 $118.60 $118.60	4/1/2013 4/1/2014 4/1/2015	3/31/2014 3/31/2015 4/30/2016	0.00% 0.00% 0.00%	**$ 31.20** **$ 31.20** **$ 31.20**	

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
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5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

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   All travel time, outside of the regular work day, will be billed.

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Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	66.80%	+	0.00%	+	91.39%	=	**158.19%**
OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	66.80%	+	0.00%	+	91.39%	=	**158.19%**
OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																			
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To		
Nirma Mendoza Survey Technician	**OFFICE**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$78.66	$92.70	$106.74	4/1/2013	3/31/2014	0.00%	**$ 28.08**
																									$78.66	$92.70	$106.74	4/1/2014	3/31/2015	0.00%	**$ 28.08**
(non-Exempt)																									$78.66	$92.70	$106.74	4/1/2015	4/30/2016	0.00%	**$ 28.08**
Kieran Doherty, California, PLS	**FIELD**																															
California LS Party		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2013	3/31/2014	0.00%	**$ 48.16**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2014	3/31/2015	0.00%	**$ 48.16**
Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2015	4/30/2016	0.00%	**$ 48.16**
Kieran Doherty, California, PLS	**OFFICE**																															
California LS Party		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$134.91	$158.99	$183.07	4/1/2013	3/31/2014	0.00%	**$ 48.16**
																									$134.91	$158.99	$183.07	4/1/2014	3/31/2015	0.00%	**$ 48.16**
Non-Prevailing Wage Work **(non-Exempt)**																									$134.91	$158.99	$183.07	4/1/2015	4/30/2016	0.00%	**$ 48.16**
Clinton Anderson, California, PLS	**FIELD**																															
California LS Party		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2013	3/31/2014	0.00%	**$ 48.16**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2014	3/31/2015	0.00%	**$ 48.16**
Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$48.16**	$72.24	$96.32	$21.45	$69.61	$93.69	$117.77	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$134.91	$158.99	$183.07	4/1/2015	4/30/2016	0.00%	**$ 48.16**
Clinton Anderson, California, PLS	**OFFICE**																															
California LS Party		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$134.91	$158.99	$183.07	4/1/2013	3/31/2014	0.00%	**$ 48.16**
																									$134.91	$158.99	$183.07	4/1/2014	3/31/2015	0.00%	**$ 48.16**
Non-Prevailing Wage Work **(non-Exempt)**																									$134.91	$158.99	$183.07	4/1/2015	4/30/2016	0.00%	**$ 48.16**
James James Jr., Certified Party Chief	**FIELD**																															
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2013	3/31/2014	0.00%	**$ 45.46**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2014	3/31/2015	0.00%	**$ 45.46**
Prevailing Wage Work **(non-Exempt)**		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2015	4/30/2016	0.00%	**$ 45.46**

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
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All travel time, outside of the regular work day, will be billed.

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STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)

SOUTHERN CALIFORNIA LOS - 2012-2

Contract # 07A3303
Attachment 2
Consultant: David Evans and Associates, Inc
Sub-Consultant: Wagner Engineering & Survey, Inc.
3/5/2013

Loaded Rate Calculation

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A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
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Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

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OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	66.80%	+	0.00%	+	91.39%	=	**158.19%**
OVERTIME	66.80%	+	0.00%	+	91.39%	=	**158.19%**
					Fee	=	**8.50%**
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DIR (Los Angeles) (only applicable for prevailing wage work)							Employee Actual Rate (fringe benefits vary year over year)							Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Estimate Fringe	Total = Base + Fringe																			
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To		
Jed Harrington																																
Certified Party Chief	**FIELD**																															
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2013	3/31/2014	0.00%	**$ 45.46**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2014	3/31/2015	0.00%	**$ 45.46**
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$45.46**	$68.19	$90.92	$21.45	$66.91	$89.64	$112.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$127.35	$150.08	$172.81	4/1/2015	4/30/2016	0.00%	**$ 45.46**
(non-Exempt)																																
Michael McBride, LSIT																																
Party Chief	**FIELD**																															
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$121.61	$143.31	$165.02	4/1/2013	3/31/2014	0.00%	**$ 43.41**
		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$121.61	$143.31	$165.02	4/1/2014	3/31/2015	0.00%	**$ 43.41**
Prevailing Wage Work		$42.21	$63.32	$84.42	$22.65	$64.86	$85.97	$107.07	**$43.41**	$65.12	$86.82	$21.45	$64.86	$86.57	$108.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$121.61	$143.31	$165.02	4/1/2015	4/30/2016	0.00%	**$ 43.41**
(non-Exempt)																																
Varoujan Boghossian																																
Instrumentman	**FIELD**																															
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2013	3/31/2014	0.00%	**$ 41.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2014	3/31/2015	0.00%	**$ 41.91**
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2015	4/30/2016	0.00%	**$ 41.91**
(non-Exempt)																																
Ljubo Cingel																																
Instrumentman	**FIELD**																															
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2013	3/31/2014	0.00%	**$ 41.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2014	3/31/2015	0.00%	**$ 41.91**
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$41.91**	$62.87	$83.82	$21.45	$63.36	$84.32	$105.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$117.41	$138.36	$159.32	4/1/2015	4/30/2016	0.00%	**$ 41.91**
(non-Exempt)																																
John Pikus,																																
Instrumentman	**FIELD**																															
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.60	$135.06	$155.51	4/1/2013	3/31/2014	0.00%	**$ 40.91**
		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.60	$135.06	$155.51	4/1/2014	3/31/2015	0.00%	**$ 40.91**
Prevailing Wage Work		$39.71	$59.57	$79.42	$22.65	$62.36	$82.22	$102.07	**$40.91**	$61.37	$81.82	$21.45	$62.36	$82.82	$103.27	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.60	$135.06	$155.51	4/1/2015	4/30/2016	0.00%	**$ 40.91**
(non-Exempt)																																

1. Prevailing Wage specified is based on current DIR determination, LOS-2012-2. Any future DIR escalation of prevailing wage rate will be reflected in the loaded hourly billing rates.
2. "NA" denotes Not Applicable.
3. "NC" denotes No Charge.
4. The billing rates shown in this cost proposal for field staff entitled for Prevailing Wage rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
5. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 10/03/2012 . Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 10/3/12. Hourly rates for new employees hired after the date of this proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. The indirect cost rate used to develop this cost proposal for all firms is based on the 2011 financial fiscal year.
7. Employees with a double asterisk (**) loaded hourly billing rate is a negotiated loaded billing hourly rate for this contract only.
8. Travel Time Charges:

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed.

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier).

SCHEDULE OF OTHER DIRECT COST ITEMS
David Evans and Associates, Inc.

DESCRIPTION OF ITEMS	UNIT	COST
Reprographics (External Services)		
A. Reprographics	EA	(1)
Vehicle Expenses		
A. Vehicles	EA	(6)
B. Per Diem/Travel	EA	(2)
Equipment Expenses		
A. 3D Laser Scanning Equipment - Terrestrial	Day	$606.60
Reimbursables		
A. Traffic control measures	EA	(1)
B. Government Fees and Filing Fees	EA	(1)

SCHEDULE OF OTHER DIRECT COST ITEMS
Coast Surveying, Inc.

DESCRIPTION OF ITEMS	UNIT	COST
Misc. Expenses		
A. Per Diem/ Travel	EA	(2)

SCHEDULE OF OTHER DIRECT COST ITEMS
Wagner Engineering & Survey, Inc

DESCRIPTION OF ITEMS	UNIT	COST
Misc. Expenses		
A. Per Diem/ Travel	EA	(2)

NOTES:

(1) Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents and detailed in executed Task Orders.

(2) Pre-approved travel and per diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants and detailed in executed Task Orders. The Department will not reimburse the Consultant for costs to permanently relocate its staff to the geographic area of the contract as stated in Project Description or any other location.

(3) Items when incurred for the same purpose, in like circumstances, should not be included in any interest cost pool or in the overhead rate.

(4) Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

(5) The Consultant as identified in executed Task Orders may claim personal vehicle mileage and will be reimbursed in accordance with the current Caltrans Travel Guide. For the purposes of time and mileage accounting, DEA's nearest office shall be considered the dispatch location.

(6) Company vehicle will be reimbursed at a negotiate rate of $373 per full month of work or $17.22 per working day. Vehicles and equipment are included with a two-man crew only. One-man crew will not have vehicle or equipment except as agreed upon with Caltrans Survey Manager and executed task order.

DIGITAL MAPPING, INC.
Complete GIS Photogrammetric Services

ITEM DESCRIPTION	EST. # OF UNITS	UNIT PRICE	ANNUAL PROPOSED PRICE (Estimate # of Units x Unit Price = Annual Proposed Price)
ITEM 1: PHOTOGRAMMETRIC MAPPING			
A. Photographic Mission		$ 950.00 Per Mission	$
B. Lab Work		$ 25.00 Per Exposure	$
C. Analytical Control		$ 5.00 Per Exposure	$
D. Digitized Computer Compilation			
1. 1" = 20'			
1.a1 Orthophotographs only		$ 10.00 Per Acres (Rural)	$
1.a2 Orthophotographs only		$ 12.50 Per Acres (Urban)	$
1.b1 Orthophotographs with planimetric features (no contours)		$ 19.50 Per Acres (Rural)	$
1.b2 Orthophotographs with planimetric features (no contours)		$ 22.50 Per Acres (Urban)	$
1.c1 Standard Mapping C.I. =1'		$ 24.50 Per Acres (Rural)	$
1.c2 Standard Mapping C.I. =1'		$ 26.50 Per Acres (Urban)	$

DIGITAL MAPPING, INC.
Complete GIS Photogrammetric Services

ITEM DESCRIPTION	EST. # OF UNITS	UNIT PRICE	ANNUAL PROPOSED PRICE (Estimate # of Units x Unit Price = Annual Proposed Price)
2. 1" = 40'			
2.a1 Orthophotographs only		$ 2.50 Per Acres (Rural)	$
2.a2 Orthophotographs only		$ 3.00 Per Acres (Urban)	$
2.b1 Orthophotographs with planimetric features (no contours)		$ 17.50 Per Acres (Rural)	$
2.b2 Orthophotographs with planimetric features (no contours)		$ 19.50 Per Acres (Urban)	$
2.c1 Standard Mapping C.I. = 1' or 2'		$ 21.50 Per Acres (Rural)	$
2.c2 Standard Mapping C.I. = 1' or 2'		$ 24.50 Per Acres (Urban)	$
3. 1" = 50'			
3.a1 Orthophotographs only		$ 3.00 Per Acres (Rural)	$
3.a2 Orthophotographs only		$ 4.00 Per Acres (Urban)	$
3.b1 Orthophotographs with planimetric features (no contours)		$ 17.50 Per Acres (Rural)	$
3.b2 Orthophotographs with planimetric features (no contours)		$ 19.50 Per Acres (Urban)	$
3.c1 Standard Mapping C.I. = 1' or 2'		$ 22.50 Per Acres (Rural)	$
3.c2 Standard Mapping C.I. = 1' or 2'		$ 24.50 Per Acres (Urban)	$
4. 1" = 100'			
4.a1 Orthophotographs only		$ 0.50 Per Acres (Rural)	$
4.a2 Orthophotographs only		$ 1.00 Per Acres (Urban)	$
4.b1 Orthophotographs with planimetric features (no contours)		$ 6.50 Per Acres (Rural)	$

DIGITAL MAPPING, INC.
Complete GIS Photogrammetric Services

ITEM DESCRIPTION	EST. # OF UNITS	UNIT PRICE	ANNUAL PROPOSED PRICE (Estimate # of Units x Unit Price = Annual Proposed Price)
4.b2 Orthophotographs with planimetric features (no contours)		$ 8.50 Per Acres (Urban)	$
4.c1 Standard Mapping C.I. = 2' or 5'		$ 9.50 Per Acres (Rural)	$
4.c2 Standard Mapping C.I. = 2' or 5'		$ 8.50 Per Acres (Urban)	$
5. 1" = 200'			
5.a1 Orthophotographs only		$ 3.00 Per Acres (Rural)	$
5.a2 Orthophotographs only		$ 5.00 Per Acres (Urban)	$
5.b1 Orthophotographs with planimetric features (no contours)		$ 8.50 Per Acres (Rural)	$
5.b2 Orthophotographs with planimetric features (no contours)		$ 9.50 Per Acres (Urban)	$
5.c1 Standard Mapping C.I. = 5'		$ 10.50 Per Acres (Rural)	$
5.c2 Standard Mapping C.I. = 5'		$ 12.50 Per Acres (Urban)	$
6. 1" = 500'			
6.a1 Orthophotographs only		$ 2.50 Per Acres (Rural)	$
6.a2 Orthophotographs only		$ 5.00 Per Acres (Urban)	$
6.b1 Orthophotographs with planimetric features (no contours)		$ 7.50 Per Acres (Rural)	$
6.b2 Orthophotographs with planimetric features (no contours)		$ 9.50 Per Acres (Urban)	$
6.c1 Standard Mapping C.I. = 5' or 10'		$ 10.50 Per Acres (Rural)	$
6.c2 Standard Mapping C.I. = 5' or 10'		$ 12.50 Per Acres (Urban)	$

DIGITAL MAPPING, INC.
Complete GIS Photogrammetric Services

ITEM DESCRIPTION	EST. # OF UNITS	UNIT PRICE	ANNUAL PROPOSED PRICE (Estimate # of Units x Unit Price = Annual Proposed Price)
E. Strip Mapping			
1. 1" = 20' 100' wide strip			
1.a1 Orthophotographs only		$ 0.20 Per Linear Feet	$
1.b1 Orthophotographs with planimetric features (no contours)		$ 0.75 Per Linear Feet (Urban)	$
1.b2 Orthophotographs with planimetric features (no contours)		$ 1.00 Per Linear Feet (Rural)	$
1.c1 Standard Mapping C.I. =1'		$ 1.25 Per Linear Feet (Urban)	$
1.c2 Standard Mapping C.I. =1'		$ 1.50 Per Linear Feet (Rural)	
2. 1" = 20' 200' wide strip			
2.a1 Orthophotographs only		$ 0.20 Per Linear Feet	$
2.b1 Orthophotographs with planimetric features (no contours)		$ 0.75 Per Linear Feet (Urban)	$
2.b2 Orthophotographs with planimetric features (no contours)		$ 1.25 Per Linear Feet (Rural)	$
2.c1 Standard Mapping C.I. =1'		$ 1.50 Per Linear Feet (Urban)	$
2.c2 Standard Mapping C.I. =1'		$ 1.75 Per Linear Feet (Rural)	
3. 1" = 40' – 100' wide strip			
3.a1 Orthophotographs only		$ 0.15 Per Linear Feet	$
3.b1 Orthophotographs with planimetric features (no contours)		$ 0.50 Per Linear Feet (Urban)	$
3.b2 Orthophotographs with planimetric features (no contours)		$ 0.75 Per Linear Feet (Rural)	
3.c1 Standard Mapping C.I. = 2'		$ 1.10 Per Linear Feet (Urban)	$

DIGITAL MAPPING, INC.
Complete GIS Photogrammetric Services

ITEM DESCRIPTION	EST. # OF UNITS	UNIT PRICE	ANNUAL PROPOSED PRICE (Estimate # of Units x Unit Price = Annual Proposed Price)
3.c2 Standard Mapping C.I. = 2'		$ 1.00 Per Linear Feet (Rural)	$
4. 1" = 40' – 200' wide strip			
4.a1 Orthophotographs only		$ 0.20 Per Linear Feet	$
4.b1 Orthophotographs with planimetric features (no contours)		$ 0.50 Per Linear Feet (Urban)	$
4.b2 Orthophotographs with planimetric features (no contours)		$ 0.65 Per Linear Feet (Rural)	
4.c1 Standard Mapping C.I. = 2'		$ 1.00 Per Linear Feet (Urban)	$
4.c2 Standard Mapping C.I. = 2'		$ 1.10 Per Linear Feet (Rural)	$
F. Computer Plotted Topographic Maps		$ 7.50 Per Square Feet	$
G. Ground Control Surveys			
1. Furnishing 2-person Survey Party			$
2. Furnishing 3-person Survey Party			$
H. Photographic Image Scanning			$
Scanning of 9" X 9" film diapositives		$ 5.00 Each	$
I. Image Rectification			
1. Simple rectification of images		$ 50.00 Each	$
2. Orthophotos		$ 100.00 Each	$
3. Digital mosaic of Orthophotos		$ 75.00 Each	$
SUBTOTAL ITEM 1			**$**

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO._____

DATE:

CONSULTANT FIRM:

PROJECT TITLE:

PROJECT ID:

I. Task Order Description

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

II. Scope of Services

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

III. Reports and/or Meetings

Shall be in accordance with Exhibit A of the Agreement.

IV. Period of Performance

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

V. Task Schedule

(Outline here or attach as separate page.)

VI. Cost

A. The Consultant will be paid in accordance with Exhibit A, Item II - Task Orders; Exhibit B, Item II, - Compensation & Payments; the Consultant's Cost Proposal referenced as Attachment 2 to this Agreement No. (Insert No.), and with the attached Task Order Cost Estimate.

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

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO._____

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

VII. Project Coordinator

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

VIII. Conflict of Interest Certification

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

IX. Approval Signatures

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

_____
(Type name)
CALTRANS CONTRACT MANAGER

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

_____
(Type name)
CALTRANS PROJECT MANAGER

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

_____
(Type name)
CALTRANS FUNCTIONAL MANAGER

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ TASK ORDER NO._____

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

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

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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	(CONSULTANT'S BUSINESS NAME)
By: _____ (Type Name)	By: _____ (Type Name)
Title: _____ CALTRANS SUPERVISING OR PRINCIPAL TRANSPORTATION ENGINEER CALTRANS SUPERVISING OR PRINCIPAL BRIDGE ENGINEER CALTRANS SUPERVISING TRANSPORTATION ELECTRICAL ENGINEER CALTRANS SUPERVISING TRANSPORTATION SURVEYOR CALTRANS SUPERVISING OR PRINCIPAL LANDSCAPE ARCHITECT CALTRANS SUPERVISING EQUIPMENT ENGINEER CALTRANS SUPERVISING MECHANICAL & ELECTRICAL ENGINEER CALTRANS SUPERVISING TELECOMMUNICATIONS ENGINEER CALTRANS SUPERVISING ENGINEERING GEOLOGIST CALTRANS SUPERVISING ENVIRONMENTAL PLANNER CALTRANS SUPERVISING TRANSPORTATION PLANNER	Title: _____
Date: _____	Date: _____

TASK ORDER REQUEST

Contract Number: _____ Date: _____

Submitted By: _____

Proposed Consultant: _____

Project Description _____

C0-RTE-KP _____-_____-_____ Project(s) ID:_____

Personnel Needed

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

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

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

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

Who will supervise the listed personnel?_____

Where do the listed personnel report?_____

Special Conditions or Comments

_____

_____

Requested by:

_____ _____
Name and Title Date

Approval Recommended:

_____ _____
Name and Title Date

Approved by:

_____ _____
Name and Title Date

SAMPLE

David Evans and Associates, Inc.
Agreement No. 07A3303
Attachment 3

DEPARTMENT OF TRANSPORTATION CONSULTANT PERSONNEL REQUEST

Date _____ Contract No. _____ Task Order No. _____

From: _____
Consultant Firm

_____
Name /Title of Requestor

To: ___ _____
Caltrans Contract Manager Name/Title

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

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

REASON:
_____

_____

_____

APPROVALS

_____ _____
CONSULTANT CONTRACT MANAGER DATE

_____ _____
CALTRANS CONTRACT MANAGER DATE

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION / UNDERUTILIZED (UDBE) PARTICIPATION

ADM-0227F A&E (REV. 3/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A - CONSULTANTS INFORMATION (Refer to Instructions in Page 2 of this form. Proposer shall ensure all information provided is complete and accurate.)

(A1) CONSULTANTS BUSINESS NAME		(A2) AGREEMENT NUMBER	(A3) ADVERTISED DBE%	(A4) DATE
David Evans and Associates, Inc.		07A3303	15	10/30/2012
(A1) CONSULTANTS BUSINESS ADDRESS		(A1) CITY	(A1) STATE	(A1) ZIP CODE
4200 Concours, Suite 200		Ontario	CA	91764
(A1) CONTACT PERSON	(A1) BUSINESS PHONE	(A2) FAX NUMBER	(A1) EMAIL ADDRESS	
Robert D. Vasquez, PLS	(909) 481-5750x37368	(909) 481-5757	rdv@deainc.com	

PART B - DBE/UDBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Proposer shall verify DBE certifications .)

(1) List Name(s) and addresses of all DBEs/UDBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materials Supplied	(5) Will Service Require Engineering Judgement Y or N	(6) DBE/CUCP Certification Number.	(7) Ownership Code	(8) Percentage Claimed	(9) Caltrans Use Only
Coast Surveying, Inc. 15031 Parkway Loop, Suite B, Tustin CA 92780	714-918-6266	1	Land Surveying	Yes	CUCP# 2128	2	10%	
Wagner Engineering & Surveying, Inc. 16933 Parthenia Street, #100, Northridge, CA 91343	818-892-6565	1	Land Surveying	Yes	CUCP# ~~4031~~ 9094	7	5%	

PART C - FOR CALTRANS USE ONLY Verifivation Completed by Office of Business and Economic Opportunity (OBEO):

OBEO APPROVAL: APPROVED / MET GOAL

CONTRACT EVALUATION MANAGER

DATE: 11/27/12

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 (NEW 6/2011)

ADA Notice
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CONTRACT NUMBER	INVOICE NUMBER	TASK ORDER NUMBER (if applicable)	ADMINISTERING AGENCY	CONTRACT START DATE	CONTRACT COMPLETION DATE
			Department of Transportation Division of Procurement and Contracts		

PRIME CONTRACTOR NAME (PRINT)	BUSINESS ADDRESS	TOTAL CONTRACT AMOUNT: $
PRIME CONTRACTOR REPRESENTATIVE NAME (PRINT)		**Contract Manager Must Complete This Section:** **Total** Federal Share Amount: $ **OR** %

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIEL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERTIFICATION NUMBER	GENDER	OWNERSHIP CODE(S)	CONTRACT PAYMENTS		DATE WORK COMPLETE	PAYMENT DATE
						NON-DBE	DBE		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
						$	$		
					TOTAL	$	$		

ORIGINAL COMMITMENT

$ OR %
UDBE

$ OR %
DBE

OWNERSHIP CODES:

1= Black American
2= Hispanic American
3= Native American
4= Asian Pacific American
5= Subcontinent Asian American
6= Caucasian
7= Woman
8= Other
9= Not Applicable

COMMENTS:

List all Subcontractors and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACT MANAGER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

COPY DISTRIBUTION (Required): **(1) Original**: Contract Manager**(2) Copy**:Office of Business and Economic Opportunity, Email: to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT - INSTRUCTIONS

ADM-3069 (NEW 6/2011)

Contractor Instructions:
This form must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Contractor Name, Prime Contractor Business Address, Total Contract Amount (as written on the STD. 213).

This form has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE prime contractors are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Business and Economic Opportunity website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a contractor performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this contractor in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE in the appropriate column.

Date Work Complete column: Enter the date the work and/or Task order was completed for the respective pay period.
Date of Payment column: Enter the date when the prime contractor made the payment to the firm for the portion of work listed as being completed. DBE prime contractors are required to show the date of work performed by their own forces.

Contractor's Signature: Contractor certifies that the information on the ADM-3069 is complete and correct.

Contract Manager's Instructions:
Review the form as submitted by the Contractor to ensure the form is complete and accurate. Once you receive the ADM-3069 from the Contractor, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and Email to small business advocate@dot.ca.gov or FAX to 916-324-1949.

General Decision Number: CA120033 09/28/2012 CA33

Superseded General Decision Number: CA20100033

State: California

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

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	03/30/2012
3	04/20/2012
4	04/27/2012
5	05/04/2012
6	05/18/2012
7	06/08/2012
8	07/13/2012
9	08/03/2012
10	09/14/2012
11	09/28/2012

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 24.21	13.76

ASBE0005-004 06/28/2010

	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)	$ 18.70	8.65

BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER	$ 41.26	25.27

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* BRCA0004-007 05/01/2012

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 36.71	12.85

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER	$ 27.04	10.66
TILE FINISHER	$ 22.37	9.19

TILE LAYER.....$ 33.55 13.55

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	$ 33.63	10.46

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer, and solar panels.	$ 37.35	11.08
(2) Millwright.....	$ 37.85	11.08
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	$ 37.48	10.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	$ 37.48	11.08
(4) Pneumatic Nailer, Power Stapler.....	$ 37.60	11.08
(5) Sawfiler.....	$ 37.44	11.08
(6) Scaffold Builder.....	$ 28.55	11.08
(7) Table Power Saw Operator.....	$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional. Certified Welder - $1.00 per hour premium.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	$ 663.68	9.82
(2) Standby.....	$ 331.84	9.82
(3) Tender.....	$ 323.84	9.82
(4) Assistant Tender.....	$ 299.84	9.82

Amounts in "Rates' column are per day

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	$ 37.35	11.08
STOCKER/SCRAPPER.....	$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	$ 17.00	7.41

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* ELEC0011-004 07/30/2012

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	$ 37.90	24.01
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician.....	$ 37.90	24.01
Technician.....	$ 28.43	23.72

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and

backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-005 05/28/2012

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer	$ 27.25	3%+10.53
Technician	$ 29.05	3%+10.53

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for 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. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits. Installation and termination of devices, panels, startup, testing and programmming performed by the Technician.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2012

	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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ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	$ 47.73	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.

ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	$ 37.40	20.00
GROUP 2.....	$ 38.18	20.00
GROUP 3.....	$ 38.47	20.00

GROUP 4	$ 39.96	20.00
GROUP 5	$ 41.06	20.00
GROUP 6	$ 40.18	20.00
GROUP 8	$ 41.39	20.00
GROUP 9	$ 40.41	20.00
GROUP 10	$ 40.41	20.00
GROUP 11	$ 40.58	20.00
GROUP 12	$ 40.58	20.00
GROUP 13	$ 40.68	20.00
GROUP 14	$ 40.71	20.00
GROUP 15	$ 40.79	20.00
GROUP 16	$ 40.91	20.00
GROUP 17	$ 41.08	20.00
GROUP 18	$ 41.18	20.00
GROUP 19	$ 41.29	20.00
GROUP 20	$ 41.41	20.00
GROUP 21	$ 41.58	20.00
GROUP 22	$ 41.68	20.00
GROUP 23	$ 41.79	20.00
GROUP 24	$ 41.91	20.00
GROUP 25	$ 42.08	20.00

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	$ 38.75	20.00
GROUP 2	$ 39.53	20.00
GROUP 3	$ 39.82	20.00
GROUP 4	$ 39.96	20.00
GROUP 5	$ 40.18	20.00
GROUP 6	$ 40.29	20.00
GROUP 7	$ 40.41	20.00
GROUP 8	$ 40.58	20.00
GROUP 9	$ 40.75	20.00
GROUP 10	$ 41.75	20.00
GROUP 11	$ 42.75	20.00
GROUP 12	$ 43.75	20.00
GROUP 13	$ 44.75	20.00

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 39.25	20.00
GROUP 2	$ 40.03	20.00
GROUP 3	$ 40.32	20.00
GROUP 4	$ 40.46	20.00
GROUP 5	$ 40.68	20.00
GROUP 6	$ 40.79	20.00
GROUP 7	$ 40.91	20.00

PREMIUM PAY:

$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder

machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling

pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and

similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator;

Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 45.40	20.00
(2) Dredge dozer	$ 40.93	20.00
(3) Deckmate	$ 40.82	20.00
(4) Winch operator (stern winch on dredge)	$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 39.73	20.00
(6) Barge Mate	$ 40.34	20.00

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

LABO0300-001 07/01/2012

	Rates	Fringes
Brick Tender	$ 27.17	17.36

LABO0300-003 07/01/2012

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 30.04	14.20
GROUP 2	$ 29.09	14.20
GROUP 3	$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1	$ 33.69	17.35
GROUP 2	$ 34.01	17.35
GROUP 3	$ 34.47	17.35
GROUP 4	$ 35.16	17.35
LABORER		
GROUP 1	$ 28.09	15.77
GROUP 2	$ 28.64	15.77
GROUP 3	$ 29.19	15.77
GROUP 4	$ 30.74	15.77
GROUP 5	$ 31.09	15.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete,

the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	$ 26.65	15.95
PLASTER TENDER.....	$ 29.20	15.95

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 08/01/2012

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 29.01	11.68
(2) Vehicle Operator/Hauler	$ 29.18	11.68
(3) Horizontal Directional Drill Operator	$ 31.03	11.68
(4) Electronic Tracking Locator	$ 33.03	11.68
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 29.96	14.38
GROUP 2	$ 31.26	14.38
GROUP 3	$ 33.27	14.38
GROUP 4	$ 35.01	14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 26.05	10.35
(2) All Other Work	$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/05/2011

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395	$ 29.19	13.81
Remainder of Los Angeles County	$ 33.22	13.81

PAIN0036-015 06/01/2012

	Rates	Fringes
GLAZIER	$ 38.95	19.83

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 05/01/2012

	Rates	Fringes
SOFT FLOOR LAYER	$ 30.85	10.54

PLAS0200-009 08/01/2011

	Rates	Fringes

PLASTERER.....$ 35.29 12.05

PLAS0500-002 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 35.38	14.72

PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 41.60	19.68
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 40.33	18.70
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 32.49	17.03

PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 27.35	17.09
Sewer & Storm Drain Work	$ 31.00	16.01

ROOF0036-002 08/01/2011

	Rates	Fringes
ROOFER	$ 34.65	10.71

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

SFCA0669-013 04/01/2012

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 33.03	19.22

SFCA0709-005 01/01/2012

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire)	$ 40.56	23.62

SHEE0105-002 07/01/2012

LOS ANGELES (South of a straight line between gorman and Big Pines includingg Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft	$ 24.87	8.04
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment	$ 24.87	8.34

SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel		

work.....$ 41.45 20.41
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...$ 35.75 26.41

SHEE0105-004 01/01/2012

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 32.95	18.91

TEAM0011-002 07/01/2011

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 26.79	20.84
GROUP 2	$ 26.94	20.84
GROUP 3	$ 27.07	20.84
GROUP 4	$ 27.26	20.84
GROUP 5	$ 27.29	20.84
GROUP 6	$ 27.32	20.84
GROUP 7	$ 27.57	20.84
GROUP 8	$ 27.82	20.84
GROUP 9	$ 28.02	20.84
GROUP 10	$ 28.32	20.84
GROUP 11	$ 28.82	20.84
GROUP 12	$ 29.25	20.84

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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.

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.
Washington, DC 20210

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

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END OF GENERAL DECISION