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METROPOLITAN
TRANSPORTATION
COMMISSION

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Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

May 19, 2015

REQUEST FOR PROPOSAL
for
Maintenance, Diagnostic and Repair Services of
Traffic Operations System (TOS) Devices

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites Proposers to submit a proposal to provide comprehensive maintenance, diagnostic and repair services of traffic operation system devices along the I-880 corridor in the San Francisco Bay Area. The services shall include assisting MTC and California Department of Transportation (Caltrans) District 4 in the management and maintenance of field devices, including but not limited to, changeable message signs, closed circuit television cameras, ramp meters, and vehicle detection stations along the I-880 corridor, from I-80 in Alameda County to Interstate 280 in Santa Clara County, on a scheduled and as-needed basis. The Interstate 880 corridor was selected as a pilot corridor for the project. Upon satisfactory performance of work on this corridor, MTC may add other corridors to the contract pending budget availability.

The Request for Proposal (RFP) documents for this project are available for download on the MTC website at http://procurements.mtc.ca.gov/. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP.

Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version of their proposal, in accordance with the instructions set forth in the RFP, no later than **4:00 p.m., Monday, June 22, 2015.** Proposals received after that date and time will not be considered.

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. E-mail inquiries may be directed to kcheung@mtc.ca.gov.

Kaki Cheung, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700
Tel: 510/817-5752
Email: kcheung@mtc.ca.gov

Thank you for your interest.

Sincerely,

DocuSigned by:
Steve Heminger
021DA2847D43405...

Steve Heminger
Executive Director

SH:KC
J:\CONTRACT\Procurements\Operations&SupportSvcs\RFPs\FY-14-15\TOSDevice O&M\TOS Device Final.doc

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REQUEST FOR PROPOSAL

by

METROPOLITAN TRANSPORTATION COMMISSION

for

MAINTENANCE, DIAGNOSTIC AND REPAIR SERVICES OF TRAFFIC OPERATION SYSTEM DEVICES

May 19, 2015

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. BACKGROUND AND PROJECT DESCRIPTION

A. Background

MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq*.) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area.

The Bay Area Toll Authority (BATA) was established in January 1998 as the entity responsible for programming, administering and allocating the revenue generated by the tolls on the California Department of Transportation (Caltrans) seven state-owned Bay Area toll bridges (Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, Dumbarton, San-Mateo Hayward, and the San Francisco-Oakland Bay Bridge).

The Bay Area Infrastructure Financing Authority (BAIFA) was created in 2006 as a Joint Powers Authority (JPA) between the Metropolitan Transportation Commission (MTC) and the Bay Area Toll Authority (BATA) to plan, develop, operate and finance transportation projects. In September 2011, the Joint Exercise of Powers Agreement creating BAIFA was amended to permit BAIFA to participate in developing and operating express lanes. In April 2013, MTC delegated its express lane responsibilities to BAIFA.

B. Project Description

MTC, the California Department of Transportation (Caltrans), and the California Highway Patrol (CHP) are collaborating on a new approach pertaining to the ongoing investment, operation, and maintenance of the Transportation Management System (TMS) program for the San Francisco Bay Area. TMS encompasses (1) highway operations field equipment; (2) critical freeway and incident management functions; and (3) the Traffic Management Center.

The Bay Area freeway network is one of the most extensive and complex metropolitan freeway systems in the country. There is an increased focus on better management and performance of the region's ITS infrastructure, both to inform internal operations as well as to provide a reliable travel experience for the motoring public. Technology and systems, including ramp meters, closed-circuit television cameras, changeable message signs, system detectors, among others, are all tools that support real-time operations on the region's network.

MTC intends to select a qualified Firm to provide comprehensive maintenance, diagnostic and repair services of traffic operation system devices. The selected Firm will be required to maintain operable devices, replace/restore non-operable devices, and perform other corrective maintenance repairs as assigned by the MTC Project Manager, Caltrans Lead or its designee. Throughout the duration of the contract, the Firm will be held accountable to achieve device-specific performance requirements and measures.

The first corridor selected for this contract is I-880, from I-80 in Alameda County to I-280 in Santa Clara County. Upon satisfactory performance of work on this corridor, MTC may add other corridors to the contract by executing new task orders.

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The TOS elements to be maintained under the I-880 corridor will include, but shall not be limited to, the following type of devices:

Table 1: I-880 Corridor TOS Devices

TOS Element Type	Inventory	Operational Status (As of 12/2014)
A. Ramp Meters (RM)	110	95%
B. Changeable Message Signs (CMS)	13	85%
C. Closed Circuit Television Cameras (CCTV)	56	68%
D. Vehicle Detection:		
Detector Cabinets (DT)	140	N/A
Vehicle Detector Stations (VDS)	317	N/A
Vehicle Detectors-Lanes	1036	60%

C. Project Management

MTC staff will manage and administer the contract, with assistance of Caltrans staff and advice from consultants whose main role will be to provide quality control and verification of Proposer's work. MTC's Project Manager will provide primary direction to the Proposer.

II. PROPOSER MINIMUM QUALIFICATIONS

Minimum Qualifications

Proposals must demonstrate that the Proposer submitting the proposal meets the following Minimum Qualifications to be eligible for consideration for this project:

1. Proposer must have five (5) years of relevant experience managing TOS Maintenance Services for either governmental clients such as state, national, or international government or large private clients where comparable services have been provided.

2. Proposer must have five (5) years of experience in implementing a preventative maintenance program.

3. Proposer must have five years of experience in managing and maintaining a large Ethernet Network.

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4. Proposer must have five years of experience with troubleshooting communication and equipment failures.

5. Proposer must have five years of experience in configuring, calibrating, and maintaining detection systems, CCTV equipment and other equipment in the Table of Devices listed above.

6. Proposer must have five years of experience in performing construction work related to the repair and restoration of electrical systems. This experience shall include, but not be limited to, installing conduits, pull boxes, poles, controller and service cabinets, and pulling wires and cables.

7. Proposer must have five years of experience in troubleshooting and configuring various types of communication equipment including, but not limited to, T1, DSL, ISDN, fiber optic, cellular wireless, and point-to-point wireless systems.

8. Proposer's Project Manager (PM) shall be a licensed Electrical or Civil Engineer in the State of California with ten years of experience in managing TOS/Transportation Management System related projects.

9. Proposer's Electrical/Network/System Engineer shall have a Bachelor of Science in Electrical Engineering with five years of experience in related fields. Proposer's Electrical Engineer shall be a licensed Electrical Engineer in the State of California. Proposer's Network/System Engineer shall have Cisco Certified Network Administrator or Engineer (CCNA or CCNE), Comp TIA A+ and Comp TIA Network+ certifications.

10. Proposer's telecommunication technicians shall at a minimum, have completed a recognized apprenticeship as a technician for four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices. An Associate of Arts/Sciences or Certificate of Electrical or Electrical Technology may be substituted for two years of the required experience.

11. Proposer shall have a Class-A license or a C-10 license.

12. All Electricians on the Proposer's team shall be certified with four years of experience in related fields.

13. The Proposer or its traffic control subcontractor shall have a C-31 license.

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III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

A preliminary Scope of Work is detailed in *Appendix A,* Preliminary Scope of Work. It can be summarized into the following components:

- ► Develop Project Management Plan
- ► Perform maintenance on TOS Devices (Routine and Corrective Maintenance) and weekly testing of individual TOS devices
- ► Produce a Device Upgrade/Replacement Report
- ► Task Orders/Optional Work for major/non-routine repairs

Routine maintenance activities will be paid using a unit price structure based on the submittal of *Appendix A-4*, Routine Maintenance Cost Matrix and *Appendix B-1*, Bid Form. The same unit price will apply to routine maintenance visits within the contract period should additional corridors get added to the project. The resource rates schedule submitted in *Appendix B-2*, Resource Rate Schedule, shall remain in effect for the full term of the contract.

Additional work may be assigned pursuant to MTC-initiated task orders. Payment for work performed under task orders may be deliverables-based or time and materials, as determined by the MTC Project Manager. A sample task order form is attached hereto as *Attachment A-2*, Task Order Form in Appendix F, MTC Standard Contractor Contract.

A diagram depicting the project work flow can be seen in Figure 1, Contract Task Flow Chart.

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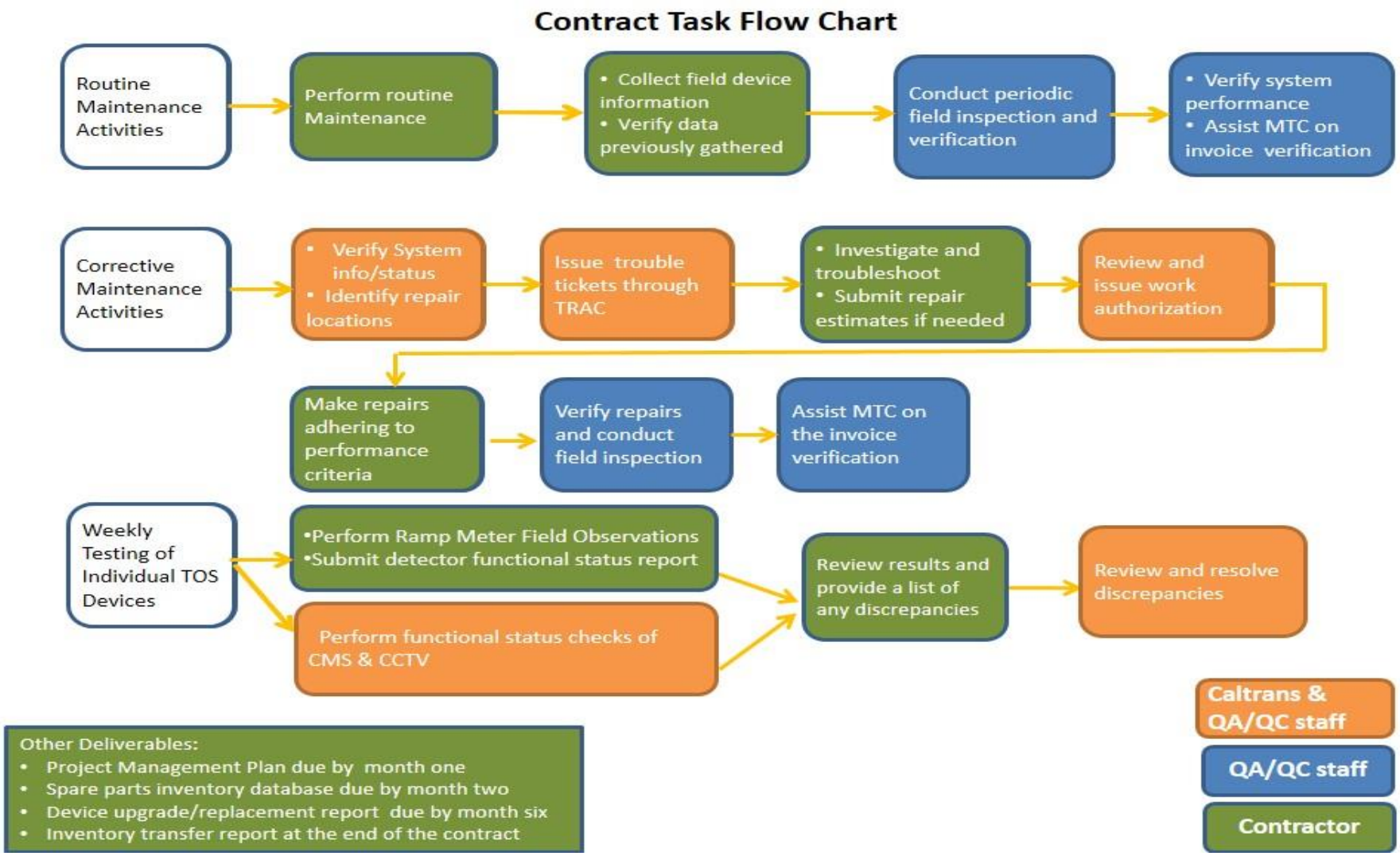
Figure 1: *Contract Task Flow Chart*



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B. Period of Performance

The initial period of performance for this contract shall be three (3) years. MTC expects the work to commence on or about August 1, 2015, and to be completed no later than June 30, 2018. At MTC's sole option, the contract may be extended for up to two (2) additional years for work related to the *Appendix A*, Preliminary Scope of Work.

C. Budget

MTC has budgeted approximately two million four hundred thousand dollars ($2,400,000) for this effort during the first year of the contract. The actual amount will be based on Proposers' cost proposals and the nature of the actual work performed. Additional funding may be available in future Fiscal Years (FY) subject to approval of future MTC budgets.

IV. PROPOSERS' CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

Mandatory Proposer's Conference, Site Visit and Requests for Exceptions

A Mandatory Proposers' Conference will be held on Thursday, May 28, 2015 at 1:30 PM PST at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Claremont conference room. **Attendance at the Proposers' Conference is mandatory for all Proposers bidding as Prime Contractors.**

If a Proposer is unable to attend the Mandatory Proposers' Conference as scheduled, the Proposer must contact the MTC Project Manager one week before the scheduled date of the Mandatory Proposers' Conference, to request an alternate date.

Any addenda will be posted on MTC's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification, or questions regarding RFP requirements, or requests for exceptions to or modifications of RFP provisions must be received by MTC no later than 4:00 PM on Wednesday, June 3, 2015 to guarantee response or consideration. MTC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. CONTRACTOR SELECTION TIMETABLE

Contractor Selection Timetable

1:30 p.m. on Thursday, May 28, 2015	Proposer's Conference, at 101 8th Street, Oakland, CA 94607, Claremont conference room
4:00 p.m. on Wednesday, June 3, 2015	Closing date/time for receipt of requests for clarification or exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 p.m., Monday, June 22, 2015	**Closing date and time for receipt of proposals**
Week of July 20, 2015	Interviews/discussions, if held

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Week of July 27, 2015	Issue Request for Best and Final Offers, if requested
4:00 p.m., Wednesday, August 5, 2015	Closing date/time for receipt of Best and Final Offers, if requested
September 2015	Recommendation of award to MTC Operations Committee
October 2015 (approximate)	Contract Execution

**Interview, award and approval dates are approximates and are subject to change before or after the closing date of the RFP.*

VI. SUBMITTAL OF PROPOSALS

1. Interested Proposers must submit an original and nine (9) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m., Monday, June 22, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement.**

2. Proposals are to be addressed as follows:

   TOS Devices Maintenance, Diagnostic and Repair Services
   Attention: Kaki Cheung
   Metropolitan Transportation Commission
   Joseph P. Bort MetroCenter
   101 8th Street, 3rd Floor Receptionist
   Oakland, CA 94607

3. Proposer's name and return address must also appear on the envelope.

4. Proposals will be received only at the address shown above and **no later than the date and time indicated**. MTC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.

5. No proposals submitted solely by email and no faxed proposals will be considered.

6. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated**. The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals.

7. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.

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8. A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Proposer to contract with MTC according to the terms of the proposal for a period of ninety (90) days after the proposals are due to MTC.

9. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the MTC Project Manager.

10. This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.

12. MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.

13. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.

14. If the selected Proposer fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.

VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper. Fonts shall not be less than size 11.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in MTC's sole discretion.

Proposals should follow the format below. All proposals shall contain the following:

A. Transmittal Letter

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the Proposer and the name and telephone number of a contact person, if different from the signature. Identify the project team, including Prime Contractor and any subcontractors. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFP. Indicate that the proposal

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is a Proposers' offer to enter into a contract to perform work related to this RFP for a period of ninety (90) days from the due date for proposals. (Not to exceed 1 page)

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date. (Not to exceed 1 page)

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number. Following the table of contents, the Proposer shall also include a separate table that lists the minimum qualifications, and the corresponding page numbers in the proposal that discusses how the minimum qualifications referenced in Section II are being met.

D. Company Overview and Qualifications

The Proposer shall provide its corporate address and a brief history of the company. In this section, the Proposer shall provide all necessary information to demonstrate that the requirements shown in Section II. Proposer Minimum Qualifications (MQs) of this RFP have been met at the time of Proposal submission. (Not to exceed five (5) pages).

E. Work Plan

This section shall consist of a discussion of the proposed approach to the performance of the work requested that illustrates the Proposer's understanding of the nature of the work being requested and the general approach to be taken. It should include, but not be limited to, the following: (Not to exceed 12 pages)

- Discussion of the purpose of the project. Provide sufficient detail to demonstrate a clear understanding of the project.
- Present the proposed approach, and the assumptions made in selecting the approach, for how this project would be managed to ensure quality results. Provide a summary of the project management tasks, typical daily activities and the methods that would be used to coordinate the various units working on this project.
- Describe the proposed approach to efficiently manage the various databases and tools to be used throughout the contract.
- The proposal may include additional tasks or sub-tasks the Proposer believes necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks and milestones.
- Identify potential problem areas or challenges regarding the implementation or daily management of this project. Describe potential problem areas, scheduling bottlenecks, critical path items and any other obstacles to successful and timely completion of the tasks within this project. Describe how the Proposer plans to address and overcome these obstacles. Discuss the approach for communicating key issues or handling problem areas throughout the contract.

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- Describe how the Proposer plans to use their best practices to help keep MTC Project Manager, Caltrans Lead or its designee up to date on relevant issues, and informed of recommendations that the Proposer suggests implementing.
- Describe the proposed approach to managing resources and maintaining quality results. Describe the role of any subcontractors, their specific responsibilities, and how their work will be supervised. Detail instances where Proposer and subcontractors have previously worked together.
- Describe the ability to set up and manage a storage facility (e.g. warehouse) with necessary equipment to repair items listed in the Table 1, Table of TOS Devices.
- Describe the ability to inventory and geo-locate all assets and equipment. These assets and equipment include, but not limited to the items listed in the table of devices above, fiber optic trunk cables and fiber optic drop cables.
- Describe the ability to provide emergency response to repair critical devices and subsystems.

F. Staffing Plan

Provide a detailed staffing plan. Identify all key personnel by name, including the proposed Project Manager, the specific tasks for which each individual will be responsible, their availability for project assignments (expressed in percentage) and the location of the office where they will do most of their work. Identify other personnel by job description indicating any part-time, support, or other staff assigned to the project. Include the number of Electrical/Network/System Engineer(s), Telecommunication Technician(s), Electrician(s), general laborer(s) you plan on using and whether they will be full-time or part-time. Include a complete organizational chart showing roles and responsibilities of all full-time, part-time or support staff and the expected reporting structure, including reporting and communication relationships between MTC Project Manager, Proposer's staff, and subcontractors, if any. Key staff members who are proposed to contribute the majority of work hours should be highlighted. Provide resumes for all key project personnel as appendixes to the proposal; resumes should not be longer than two pages per person. Staff resumes are not included in the page limit for this section. (Not to exceed 5 pages)

G. Qualifications and References

Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Describe the Proposer's experience in providing temporary traffic/lane control on interstate highways and major arterials. The experience can be derived from directly providing control or direct supervision of qualified subcontractors. Describe the Proposer's understanding of the California Manual of Uniform Traffic Control Devices (MUTCD) and State Standards for implementing highway lane closures. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Preliminary Scope of Work attached as *Appendix A*. Provide detailed information regarding the qualifications and relevant previous experience of the Proposer, proposed Project Manager, key staff and subcontractors proposed for this project. This shall include the following:

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- **Prime Contractor**

A summary (no longer than one page each) of at least three (3) relevant projects similar in subject matter and scope to this project completed, or currently in progress, within the past five (5) years. The summary should include the client agency, the contract term and amount, a contact person (with telephone number and e-mail) who may be contacted as a reference along with the staff, proposed for this contract, who worked on the project and their role.

List any contracts with MTC, the Bay Area Toll Authority (BATA), the Service Authority for Freeways and Expressways (SAFE), Bay Area Infrastructure Financing Authority (BAIFA), or Bay Area Headquarters Authority (BAHA) completed by the Proposer or any of its subcontractors in the past five (5) years, including a brief description of the scope of work, the contract amount, date of execution and the project name. (Not to exceed 5 pages)

- **Project Manager**

Provide a resume summarizing the proposed Project Manager's training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A*, Preliminary Scope of Work. This includes coordination of maintenance activities, active participation in the Transportation Management System Assessment, developing Maintenance Plan, managing the spare parts inventory and executing task orders. The Project Manager is vital to the success of the project and must have excellent coordination skills, possess an aptitude for technical systems and communicate effectively with diverse groups while managing staff with different levels/types of expertise and the work they are performing. Describe the Project Manager's ability to serve the entire San Francisco Bay Area region, and his/her availability to serve twenty-four by seven by three hundred sixty-five days (24/7/365) per year. During times when the Proposer's Project Manager is not available, an Acting Project Manager can be designated. (Not to exceed 3 pages)

Provide three (3) references who can attest to the proposed Project Manager's experience in performing work substantially similar to the services covered by this RFP. References shall include contact information, the name of the project or projects done by the Proposer for that client and project cost. Letters of endorsements may be included as an appendix.

- **Key Staff**

Provide brief resumes of the additional personnel the Proposer intends to use to perform work on this project, summarizing the individual's training and experience relevant to this project. This section should demonstrate experience and expertise in all areas required to perform work described in *Appendix A*, Preliminary Scope of Work. Proposer is encouraged to describe the Electrical/Network/System Engineer's understanding and knowledge of the hardware components, communications, network and software systems used in the District 04 Traffic Management Center. Resumes should not be longer than two pages per person.

- **Subcontractors**

For any subcontractors that are used, include the appropriate license and certification information, as applicable.

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H. Cost Proposal

Provide a full description and breakdown of the expected expenditures of funds for the proposed project, as set forth in *Appendix A*, Preliminary Scope of Work and *Appendix A-1*, Maintenance Scope of Services. This will be done by filling out the following three documents.

1. *Appendix A-4*, Routine Maintenance Cost Matrix
2. *Appendix B-1*, Bid Form
3. *Appendix B-2*, Resource Rate Schedule

Below is an explanation of how each document should be completed is described below. Any description within this section is only a summary of the proposed work with the more complete description of the Preliminary Scope of Work detailed in Appendices A and A-1.

1. *Appendix A-4*, Routine Maintenance Cost Matrix

   Respondents shall review the individual services listed within *Appendix A-1* and determine which services will be performed by Proposers' technicians and which will be performed by subcontractors. Respondents shall completely fill out this table with the estimated yearly and monthly routine maintenance cost, and note any exclusion(s). The final yearly cost represents the costs to complete all routine maintenance tasks to be performed by the Proposer and cannot be invoiced in any other Work Element.

2. *Appendix B-1*, Bid Form
   - Work Item A, TOS Device Maintenance, shall be determined using *Appendix A-4*, Routine Maintenance Cost Matrix. The monthly fixed price shall be the same as what is shown for monthly total routine maintenance cost in the Routine Maintenance Cost Matrix. In addition to performing routine maintenance on the various TOS devices, the cost includes the development and implementation of an equipment and software inventory database for spare parts and collecting field device information during routine maintenance visits.
   - Work Item B, Device Upgrade and Replacement Report, is the cost to produce a report that identifies any devices and infrastructures in the project that may need upgrades, replacements, repairs, has reached its end of life or may become obsolete.
   - Work Item C, Develop Project Management Plan, is the cost to create a document describing all staffing, inventory control procedures, performance monitoring, routine maintenance plan, risk management plan and documentation.
   - Proposers shall include a separate sheet detailing costs for spare parts. The costs represent best estimate at the time of the proposal. This estimate will only be used by MTC for budgeting purposes, and will not be used by MTC during the proposal evaluation.

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3. *Appendix B-2*, Resource Rate Schedule

   Provide Prime Contractor and Subcontractor(s) hourly rates. Prevailing wage rates shall apply, where applicable. Rates shall include all direct and indirect costs. All staff or subcontractors expected to work on the project shall be included in *Appendix B-2*, Resource Rate Schedule. Separate overtime rates, to be used after normal business hours, should be included as well. The rates listed shall be used when calculating, and Contractor is invoicing, costs for Task Orders. Contractor rates shall be firm for the first three (3) years of the contract. If MTC opts to renew the contract after the initial three (3) years, MTC and contractor may negotiate new rates.

I. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix E*).

J. Insurance Provisions

Submit a signed acknowledgement that the Proposer and subcontractors agree to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix G*, Insurance Requirements, within ten (10) days of MTC's notice to firm that it is the successful Proposer.

K. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

VIII. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Contractors failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the MTC's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Section VII. Form of Proposal*. Proposers failing to meet the Minimum Qualifications and Requirements listed herein this RFP or to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated.

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A proposal that fails to include one or more items requested in the Form of Proposal may be considered responsive, if evaluation in every criterion is possible. MTC reserves the right to request additional information from responsive Proposers prior to evaluation.

C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of MTC and partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the MTC Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Cost effectiveness, which will be determined using the costs from *Appendix A-4*, Routine Maintenance Compliance Matrix and *Appendix B-1*, Bid Form, Work Elements A-C and *Appendix B-2*, Resource Rate Schedule, regular and overtime rates of Electrical/Network/System Engineer(s), Telecommunication Technician(s), Electrician(s), general laborer(s), and traffic control (#1-10); (30%)

2. Approach to carrying out the tasks listed in *Appendix A*, Preliminary Scope of Work and *Appendix A-1*, Maintenance Scope of services, including but not limited to: thoroughness and quality of the response to the scope of work; understanding of the purpose and requirements of the project; proposed work plan and schedule; project management, strategy for managing resources including subcontractors' personnel and project output; and dealing with project challenges or obstacles; (30%)

3. Proposer staff and Proposer's expertise and experience in similar types of projects along with how this experience pertains to *Appendix A*, Preliminary Scope of Work and *Appendix A-1*, Maintenance Scope of Services. If subcontractors will be used for the project, subcontractor staff and expertise in completing applicable tasks within *Appendix A*, Preliminary Scope of Work and *Appendix A-1*, Maintenance Scope of Services; (20%)

4. Past Performance demonstrating a commitment to quality, client satisfaction, cooperative working relationships, and timely completion of work within budget. Proposers are encouraged to discuss past projects in which they have exceeded the performance measures set in contracts. Past performance will also be assessed based on client/project references and any additional past work experience with the partner agencies; (10%) and

5. Ability to report and present information clearly, as evidenced by this proposal. Demonstrated ability of Project Manager and the key staff to speak and present information effectively if interviews or discussions are held (10%).

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D. Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a "short list" of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the "short list" will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer's project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A Proposer on the "short list" invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

E. Request for Best and Final Offer

Following discussions, if held, Proposers on the "short list" may be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

MTC reserves the right not to convene oral interviews or discussions, or not to issue request for Best and Final Offer, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

The panel will recommend a Proposer to the MTC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will approve the award or forward the recommendation to the appropriate MTC Committee for approval.

IX. GENERAL CONDITIONS

A. Award

Any award made will be to the Proposer whose proposal is most advantageous to MTC based on the evaluation criteria defined in Section VIII.C If the selected Proposer fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal of the selected Proposer and enter into a contract with the next highest scoring Proposer.

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B. Contract Arrangements

MTC's Standard Contractor Contract is attached as *Appendix F*, MTC Standard Contractor Contract. If a Proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix G*, Insurance Requirements. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix G*, within ten (10) days of MTC's notice that it is the successful Proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to MTC's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract payment terms will be monthly lump sum payment for ongoing services, which includes Work Elements A on *Appendix B-1*, Bid Form. The actual monthly payment will be based on actual quantity of devices maintained, and any performance payment adjustments. Work Elements B and C will be compensated on a deliverable-based basis, and payment will be made upon completion. Work associated with task orders will be compensated on either a deliverables-based or a time and materials basis. The task order process and a sample task order form are attached hereto as part of *Appendix F*, MTC Standard Contractor Contract, and its *Attachment A-1*, Task Order Process *and A-2*, Task Order Form.

C. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the Proposer is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which the Proposer is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

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Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Executive Director or appropriate MTC Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director or Section Director, as appropriate.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third business day after receipt of the written response from the MTC Executive Director. The MTC Operations Committee's decision will be the final agency decision.

Authorization to award an agreement to a particular Proposer by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the MTC Operations Committee's decision.

D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq*.), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that MTC withhold from disclosure such proprietary materials by marking each page containing proprietary information, as confidential, and shall include the following notice at the front of its proposal:

> "The data on the following pages of this proposal of this RFP marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages]."

Failure to include this notice with relevant page numbers shall render any "confidential/proprietary" markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or**

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proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the Proposal requests that MTC withhold such data from disclosure and MTC complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend MTC and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its Proposal, and/or does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees or agents in connection with such disclosure.

E. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of MTC. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the Proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by MTC and the Proposer. After award, the Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts,

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a Proposer or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a Proposer or person's objectivity in performing the contract work is or might be impaired; or a Proposer or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

G. Examination of Specifications and Sites

Proposers shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that a Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract. Failure to do so will be at Contractors' own risk and they cannot secure relief on the plea of error.

H. Unknown Obstructions

Should any unknown obstruction be encountered during the course of this contract, the Contractor shall immediately bring it to the attention of the MTC Project Manager, Caltrans Lead or its designee. The Contractor shall be responsible for the protection of all employees, existing equipment, furniture, or utilities encountered within the work area.

I. Measurements

It is the responsibility of the Contractor to make all measurements to determine his/her proposal price. MTC will not be responsible for determining the quantities of materials necessary to complete the work specified.

J. Prevailing Wage Rates, Apprenticeship and Payroll Records

As applicable, the Contractor shall comply with California Labor Code Sections 1727 and 1770-1815 and Title 8 of the California Code of Regulations Sections 16000 *et seq.* governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations.

Contractor and any subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq*. and Title 8 of the California Code of Regulations Sections 16000 *et seq*.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all work performed under this Contract. In particular, your attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). Attachment J-2, Wage Determinations, is attached hereto and incorporated herein by this reference.

Contractor and all subcontractors, to the extent the work of such subconsultants under this contract is subject to California Labor Code Section 1720 *et seq*., will be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and will furnish

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electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

MTC reserves the right to require contractor and all subcontractors to furnish electronic certified payroll records directly to MTC in addition to the reporting requirement stated above.

K. Payment of Taxes

The Contract Prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay whether imposed by Federal, State or local government, including, without limitation, Federal excise taxes, whether or not the laws, regulations, orders and judgments respecting such taxes are changed following submission of the Contractor's bid or execution of the Contract. The Contractor shall promptly pay such taxes when and as they become due, and shall indemnify, defend and hold harmless MTC and its commissioners, officers, agents, Contractors, and employees against any claims, losses, liabilities, penalties, interest, damages or expenses (including attorneys' fees and related costs), resulting from failure by the Contractor or its Subcontractor and vendors to pay such taxes or comply with the applicable tax laws. MTC will not furnish any tax exemption certificate nor sign any document designed to exempt the Contractor from payment of any tax.

L. Bonding

Prior to execution of the Contract, the Contractor shall file with MTC on the forms provided herein, two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to MTC. Contractor shall pay all premiums and costs relating to the required bonds.

- **Performance Bond** in the amount of 100% of the total estimated annual contract amount, to guarantee faithful performance of the work under the Contract, including the replacing of or making acceptable, any defective materials or faulty workmanship.

  The bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to MTC not submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the contract, and the contractor and its surety shall be liable for all costs associated with the termination and securing a replacement contractor, up to the penal amount of the bond.

- **Payment Bond** in the amount of 100% of the total estimated annual contract amount, to insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed contract. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by MTC, and until all claims for materials and labor have been paid.

  The payment bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the

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surety of its intent not to renew. Should a replacement bond, or other security acceptable to MTC be submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the contract, and the contractor and its surety shall be liable for all obligations of contractor associated with the contract, even after termination for those obligations generated during the contract period.

Both the Performance Bond and the Payment Bond shall be issued by a surety company(ies) acceptable to MTC with a Best Guide Rating of A7 or better, listed in Circular 570: Federal Treasury Listing of Qualified Sureties with a bond amount within the underwriting limitation, and authorized to execute such in the State of California.

Should any surety or sureties be deemed unsatisfactory at any time by MTC, notice will be given to Contractor to that effect, and Contractor shall forthwith substitute a new surety or sureties satisfactory to MTC. The direct and indirect costs for replacement bonds shall be the sole responsibility of the Contractor.

All alterations, time extensions, extra work, additional work or any other changes authorized in the Contract, may be made without notice to, or securing the prior consent of, the surety or sureties on the Performance or Payment Bonds.

See *Appendix H*, Bonds to Accompany Contract.

M. Subcontractors

Contractor will not assign or subcontract any part of the Agreement without the prior consent of MTC, and any attempt to do so will be void and unenforceable.

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APPENDIX A: PRELIMINARY SCOPE OF WORK

A. Maintenance of TOS Devices

1. Contractor Obligations

MTC Expectations
The primary requirement of the Contractor is to ensure the equipment listed in Table 1, Table of I-880 Corridor TOS Devices in *Section I.B, Project Description* is functioning at an acceptable level of performance, accuracy, availability and timeliness. This shall be accomplished by providing the appropriate number of knowledgeable well-trained dedicated staff, proper management, effective coordination with MTC and Caltrans, timely response to reported problems, proactive testing along with adequate documentation of service requests and work orders.

The Contractor shall furnish all labor, travel, materials, supplies, parts, equipment, warning signs and other safety devices, and all other things necessary or proper for, or incidental to, such maintenance. The Contractor and his subcontractors shall have and maintain, uninterrupted, all necessary licenses and certifications throughout the term of the Contract including the base period and any exercised optional periods.

Licenses, Certifications and Requirements
Project Manager shall be a licensed Electrical or Civil Engineer in the State of California with ten years of experience in managing traffic operating system/Transportation Management System related projects.

Contractor's Electrical/Network/System Engineer shall have a Bachelor of Science in Electrical Engineering with five years of experience in related fields. Additionally, Electrical Engineer shall be a licensed electrical engineer in the State of California. The Network/System Engineer shall have CCNA or CCNE, Comp TIA A+ and Comp TIA Network+ certifications.

Contractor's telecommunication technicians shall, at a minimum, have completed a recognized apprenticeship as a technician for four years of successful and varied experience in the repair, maintenance and installation of voice, data and video telecommunications equipment and devices. An Associate of Arts/Sciences or Certificate of Electrical or Electrical Technology may be substituted for two years of the required experience.

Contractor shall have a Class-A license or a C-10 license. All Electricians shall be certified with four years of experience in related fields.

Contractor or its Traffic Control subcontractor shall have a C-31 license.

Certain work issued by task order may require additional license or certification. If an additional license or certification is needed for Task Order work, it will be identified in the Task Order. For

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work on task orders with a scope not covered by subcontractors listed in its proposal, Prime contractor may bring on additional subcontractors with appropriate licenses.

The Contractor shall comply and adhere to all Caltrans Information Technology policies, standards, and procedures, listed as *Appendix I,* Caltrans Information Technology Policies.

Third Party Contracts and Warranties
Agreements between MTC, Caltrans and original equipment suppliers and others may exist to maintain equipment. Additionally, various pieces of equipment may be under manufacturer's warranty. Caltrans Lead or its designee will notify Contractor of any existing warranties at time of contract execution.

The Contractor shall utilize these resources and warranties in support of all maintenance activities and shall notify MTC and Caltrans of any agreement renewal requirements. In conducting work, the Contractor shall not violate the terms of Caltrans existing warranties. If Contractor voids an existing Caltrans warranty under the course of their work, Contractor shall reimburse MTC for all costs associated with reinstating the warranty.

2. Initial Setup

Staff Organization
The contractor shall ensure that Engineer/technicians possess the necessary knowledge, skills, and abilities to perform the tasks assigned. If at any time MTC, Caltrans or Caltrans' designees determine that an employee of the contractor fails to meet the minimum qualifications and knowledge, skills, and abilities and does not have the competency required for the tasks assigned, that employee shall not be permitted to continue to work on this project and upon notification, shall be immediately removed from the worksite.

At a minimum, the Contractor shall ensure the following occurs from the start of the contract:

- Assigning appropriate number of staff, acceptable to MTC and Caltrans, with skills appropriate to the tasks to be performed, available on an as-needed basis.
- The Project Manager provides direct supervision of staff and proper coordination with MTC and Caltrans.
- Providing qualified persons, acceptable to MTC and Caltrans, for relief of the assigned staff in the event of vacation, illness, personal business or any other absence.
- Providing staff with procedures for resolving technical issues which cannot be solved on-site and providing staff support where required.
- Providing cell phones, laptop computers and wireless internet access to respond to requests for services in a timely manner.
- Completing corrective maintenance within the response and repair times listed within the Corrective Maintenance Priorities and Response section below.

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Training
The Contractor shall provide a regular ongoing training program to maintain the appropriate level of staff knowledge, skills and abilities to complete the tasks listed in *Appendix A-1*, Maintenance Scope of Services.

Local Facility
The Contractor's space shall be located within the nine bay area counties, and sufficient to store and repair the entire inventory of parts, components and equipment required for this contract. The Contractor shall have adequate office equipment and supplies to complete the required work.

Work Site Safety and Procedures
The Contractor shall provide safety training to all employee staff in compliance with the California Division of Occupational Safety and Health (Cal/OSHA), Chapter 8 of the Caltrans Safety Manual, and the Caltrans Code of Safe Operating Practices, which can be found at http://www.dot.ca.gov/hq/construc/flagging/2010_Code_of_Safe_Practices.pdf. The Contractor shall also provide a monthly report of the content and a list of all staff attending the safety training.

The Contractor shall conform to and follow all applicable occupational safety and health standards, rules, regulations and orders (including confined work spaces) as established by Caltrans and the State of California (including, but not limited to, Cal/OSHA Regulations, Chapter 8 of the Caltrans Safety Manual, Chapter 8 (Protection of Workers) of the Caltrans Maintenance Manual, and the Caltrans Code of Safe Operating Practices Regulations).

Responsibility for damage will be as stated in Section 7 of the Standard Specifications, with all references to "the Engineer" replaced with "the MTC Project Manager/Caltrans Lead, or its designee." The link to the Caltrans standard plans, specifications and special provisions is http://www.dot.ca.gov/hq/esc/oe/construction_standards.html.

Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD), published by the State of California Department of Transportation. The MUTCD can be found at Caltrans Traffic Operations web site:
http://www.dot.ca.gov/hq/traffops/engineering/mutcd/ .

Signs or other protective devices furnished and erected by the Contractor at expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices. Signs furnished and erected by the Contractor at expense shall be approved by the Caltrans Lead or designee as to size, wording and location.

Encroachment Permit
Contractor shall be responsible for obtaining all rights of entry, encroachment permits and other licenses or permits required by partner agencies to perform the work hereunder at the cost of Contractor.

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3. Operations

Routine Maintenance
See *Appendix A-1*, Maintenance Scope of Services.

Corrective Maintenance
See *Appendix A-1*, Maintenance Scope of Services.

Reports and Meetings
The Contractor shall schedule and conduct an in person monthly status meetings with MTC's Project Manager, Caltrans Lead and its designee. At the beginning of the contract, the status meetings can take place more frequently, even on a weekly basis. The purpose of these meetings shall be to inform MTC's Project Manager, Caltrans Lead, and any other staff MTC deems necessary, of the status of the work, operational status of the systems, any problems noted and immediate and long-term solutions. The Contractor may also be asked to attend other meetings and report on completed and future maintenance activities scheduled by the Contractor.

Contractor shall develop and make available to MTC any management reports whenever requested by MTC. At a minimum, the following listed reports shall be made available:

Project Status Report:
The Contractor shall produce and deliver to MTC's Project Manager, at least 48 hours prior to each status meeting, a project status report. The report shall contain at a minimum a complete statement of work status and shall indicate (1) progress made during the reporting period; (2) progress made on work to correct deficiencies indicated by that review, (3) activities to be undertaken in the next reporting period; (4) activities/tasks behind schedule; (5) identification of problems/concerns related to the review; (6) corrective actions, and (7) progress of any additional actions as requested by MTC.

Invoice Report:

Elements required to be attached to the monthly invoice include the following:

- Scheduled vs. Actual Maintenance – Monthly report comparing actual maintenance to scheduled maintenance for the previous month. Include the percentage of work achieved.
- Monthly report of scheduled maintenance for the upcoming month.
- A monthly report detailing the quantity of spare parts consumed, the parts and components by the serial numbers, and the condition of spare parts used in response to performing preventive or remedial maintenance.
- A monthly report supporting the invoiced line item for spare parts ordered, received and successfully tested.
- A monthly report detailing the Contractor's monthly work order history, mean time to respond and repair, and total number of calls/service requests. The report shall also detail all on-call corrective maintenance work that will include, but not limited to, monthly listing of all calls which were performed, the specific date, the problem reported, log number, action taken, date and time of completion, technician assigned, and parts used. Report shall indicate open calls and calls exceeding the response time by priority.

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- Inventory reorder – listing that indicates part number, vendor, manufacturer, current quantity on hand, and when a new order for parts will be placed.

Device Upgrade/Replacement Report
During the initial routine maintenance visit, the Contractor shall conduct a system-wide assessment to identify and describe the current condition of the TOS devices. Any devices and infrastructure in the project that may need upgrades, replacement, repair, has reached its end of life or may have become obsolete shall be identified by the Contractor in a device upgrade and replacement report. The format of the report shall be decided by the Contractor and ultimately approved by the MTC Project Manager, Caltrans Lead or its designee.

Failure Reporting and Emergency Communications
Problems with equipment listed under this scope of work may be reported by MTC Project Manager, Caltrans Lead or its designee. Reported problems are recorded as "Service Requests" and may indicate a known malfunction or a suspected malfunction. The Contractor shall report the issue and initiate a Service Request by phone, e-mail and Website (password protected). The Contractor shall distribute, to MTC Project Manager, Caltrans Lead or its designee, a procedure for initiating a Service Request via the various methods.

The Contractor shall establish a telephone service available 24-hours a day, 7 days a week, 365 days a year for purposes of placing service calls to technicians. This phone line shall be answered by a qualified dispatcher rather than an electronic answering device. The dispatcher shall ensure that calls are placed with all necessary relevant information such as date and time of problem, location of problem, contact person, description of problem, etc., and are properly recorded in Caltrans' Transportation Management System Support Tracking system (Trac). Trac is a high-level TOS elements status reporting and resource planning tool. It also has the functionality to track trouble tickets, their statuses, and the amount of time and resources spent on a problem. Caltrans will give Contractor access to the Trac system, and provide initial training on its usage.

For maintenance calls to which the Contractor is responding, trained personnel shall arrive at the premises and respond to the issue within the time period stipulated for the priority level listed in Table 7, Device Priority and Response Time Parameters. The Contractor shall establish a protocol and provide a contact list for the escalation of issues by MTC Project Manager, Caltrans Lead or its designee in the event of an unforeseen emergency and/or failure to respond by the Contractor. It will be the responsibility of the Contractor to keep this protocol and contact list updated (and distributed) at all times.

Material/Supplies and Workmanship
Contractor will adhere to a Qualified Products list, published by Caltrans' Office of New Materials and Research, and/or prior approval of the Caltrans Lead or designee of all materials used is required. The link to the Qualified Product List is http://www.dot.ca.gov/hq/traffops/tech/qpl/tees_qpl.pdf. The Caltrans Lead or designee will provide a list of approved manufacturers.

The Contractor shall provide the MTC Project Manager and Caltrans Lead or its designee the type/information of vehicles, tool/test equipment and safety equipment intended to be used. The

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Contractor may not begin work unless the Caltrans Lead or designee is satisfied that the Contractor's employees are fully equipped to perform the tasks assigned.

All material and workmanship shall comply with State of California Department of Transportation Standard Plans 2010 or later (http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf), Standard Specifications 2010 or later (http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf) and applicable Caltrans Manuals/Guidelines or be pre-approved by Caltrans. All work is subject to monitoring and inspection by MTC Project Manager, Caltrans Lead or its designee. Upon completion of work, Contractor shall request a final inspection for acceptance and approval by Caltrans.

The Contractor shall perform, at no additional cost to the MTC, all necessary repairs, replacements, and/or corrections needed to restore work or materials found by Caltrans to vary materially from the plans and/or specifications or to be defective due to poor workmanship.

Inspection of Work

The Contractor shall furnish MTC Project Manager, Caltrans Lead or its designee and its representatives with every reasonable opportunity to make certain the work under this Contract is performed, and the materials are furnished, in accordance with the requirements and intent of the Contract Documents. Such inspection may include extensive field inspection during any and all tasks performed by the Contractor. MTC Project Manager, Caltrans Lead or its designee reserve the right to visit the warehouse where spare parts are stored.

Traffic Control

All temporary traffic control work shall be done by a licensed contractor. The Contractor shall comply with California MUTCD 2012 (or later), Caltrans Standard Specifications 2010 (or later) and Caltrans Standard Plans 2010 (or later). Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m (6 ft.) of a traffic lane, the shoulder area shall be closed by the Contractor with fluorescent traffic cones or portable delineators in conformance with Caltrans Standard Specifications and Caltrans Standard Plans.

The Contractor shall also refer to Caltrans Standard Specifications, Section 7-1.04, PUBLIC SAFETY, for additional public safety information. Whenever work to be performed by the Contractor on the freeway traveled way (except the work of installing, maintaining, and removing traffic control devices) is within 1.8 m (6 ft.) of the adjacent traffic lane, the adjacent traffic lane shall be closed.

Work that requires lane closures shall require the Contractor to notify the Caltrans Lead or designee one week (seven (7) calendar days) prior to commencing work. Time restrictions for lane closures and Closure IDs will be provided by the Caltrans Lead or designee. The Contractor can close the lane(s)/shoulder(s) only within the approved restriction time window. Specifics will be coordinated or designated by the Caltrans Lead or designee.

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For closures, the Contractor shall also report the status of scheduled work (daily) to Caltrans Traffic Management Center at (510) 286-6359 using Closure IDs No(s) at the start of work, (10-97) and again when work is finished for the day, (10-98). The Contractor shall call and notify the Traffic Management Center to cancel the closure before the scheduled start time if such closure is not needed.

Maintenance Vehicle Identification

All vehicles performing maintenance work shall display TMS logo decals on both sides of the vehicle indicating that they are performing work under this program. Signage shall be provided by MTC Project Manager, Caltrans Lead or its designee.

Public Convenience

The Contractor shall refer to Caltrans Standard Specifications Section 7-1.03, PUBLIC CONVENIENCE, for provisions relating to the Contractor's responsibilities for the convenience of the public. It is the Contractor's responsibility to provide for the safety of traffic and the convenience of public when working under this contract.

The Contractor shall conduct the operations as to offer the least possible obstruction and inconvenience to the public and shall undertake work no greater in length or amount than can be performed properly with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Vehicles carrying equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of laborers and equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger the safety of public traffic.

When leaving a freeway lane that is open to public traffic to enter the work area, the Contractor's trucks or other mobile equipment shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work and at other times when operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway leaving it open for use by public traffic.

Any tools, equipment, supplies, or facilities, which the Contractor uses to perform the work, shall be removed from State right of way at the end of each day except as approved by the Caltrans Lead or designee. No tools, equipment, supplies or facilities shall be installed or placed where they will interfere with the free and safe passage of public traffic.

Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as provided, the Caltrans Lead or designee may direct attention to the existence of a hazard, and the necessary warning devices shall be immediately furnished and

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installed by the Contractor, and protective measures shall be taken by the Contractor at its expense. Should the Caltrans Lead or designee point out the inadequacy of warning devices and protective measures, such action on the part of the Caltrans Lead or its designee shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

B. Develop Project Management Plan

Within thirty (30) days of the contract execution, the Contractor shall prepare a Project Management Plan (PMP). All comments must be addressed to the satisfaction of the MTC Project Manager prior to completion of the document and the payment of the relevant invoice item. Contractor will make updates to the PMP, as deemed necessary by the MTC Project Manager. The PMP shall include, at a minimum, the following components:

1. ***Project Management / Contract Administration***: Part of the project management plan shall include reporting procedures to MTC Project Manager, Caltrans Lead or its designee to ensure approval of proposed work, services and products.

2. ***Staffing Plan***: The Contractor shall have designated and appropriate staff throughout the life of the contract. The Plan must include staffing levels and an organizational chart depicting responsibilities. The Contractor shall ensure that any employee replacement meets or exceeds the qualifications set forth in the plan.

3. ***Inventory Control Procedures:*** The procedures shall define how the Contractor plans to track, at a minimum, information about each supplier, parts and component usage of different devices, and consumables. Contractor shall refer to additional details and requirements set in *Appendix A*, Section C, Spare Parts Inventory.

4. ***Quality Control Plan:*** Contractor shall develop a comprehensive, well-defined, written set of procedures and activities aimed at delivering products and services that meet or exceed MTC's expectations. The plan will identify the organization or individuals responsible for quality control and the specific procedures used to ensure delivery of a quality product. Contractor shall monitor its own performance to ensure that the device-specific performance criteria and outcomes are achieved. Contractor shall also prepare a plan for monitoring the different devices, and coordinating with third party contractors hired by MTC to ensure quality work and performances. The Contractor shall furnish electronic access to reports produced from the results of the monitoring in a format acceptable to MTC and Caltrans.

5. ***Maintenance Plan:*** The Contractor shall develop a comprehensive routine maintenance plan that includes scheduling tasks using the routine intervals listed in Table 4, TOS Device Inventory and Maintenance Interval. Contractor shall produce a three-month look ahead, the list of scheduled maintenance inspections or repairs they shall perform. The Maintenance Plan shall also address, but shall not be limited to, the following topics:

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- Maintenance (Routine, Corrective and Emergency)
- Communication (Reports, Status Meetings)
- Lane Closure Procedures
- Traffic Safety
- Any changes to *Appendix A-1*, Maintenance Scope of Services, shall be added, along with its appropriate maintenance activities.

6. ***Risk Management Plan:*** The Contractor shall develop a process for foreseeing potential project risks, estimating its impacts, and defining steps to respond to issues. Contractor shall prepare a project issues tracking matrix using a web-based issue tracking tool that documents key project developments, current issues and action items, and their status. The tracking matrix will be maintained so that MTC has electronic access and read-write capabilities to the most current version at all times. Contractor will coordinate timely updates of the matrix by all project team members.

C. Spare Parts Inventory

The Contractor shall order, stock, keep and maintain in the Bay Area, a sufficient supply of parts and materials, tools or other equipment as may be necessary to make replacements and repairs to items listed in *Appendix A-1*, Maintenance Scope of Services.

A list of typical parts needed for the contract can be found below:

Table 2: Minimum Spare Parts List

Wire Theft Repairs	**Signal Knockdowns:**	**TOS Elements Support Items:**	**Other Miscellaneous Needs:**
#5 Traffic rated pull boxes	Demarcation cabinet	Lamp driver boards	Cabinet filters
#6 Traffic rated pull boxes	Service pedestal	LED matrix modules	Inventory numbers(decals for cabinet ID)
#5 pull boxes (2010 standard)	1B signal flanges and 1B signal pole	PEU (used for dimming message)	
#6 pull boxes (2010 standard)	8 inch and 12 inch 3 section signal heads/backplates/ visors/ LED Red-Yellow-Green modules	COHU Camera Model: 3960 Analog Part: 3965-5100-LPED	-
Loop wire	Meter on modules and heads	COHU Controller Model: Icccontrol 9300 Part: 9305-0200	-
Detector Lead-in Cables	detector cards	COHU Camera Cable (150ft) Model: AC38 Part: CA297E	-
#6/8/4/2 awg wire	type 200 load switches	COHU Camera Cable (300ft) Model: AC38 Part: CA297E	-

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Some signal wire #14 awg	334 cabinet	Cisco Router Model: 886ADSL 2/2 Part: 886VA-Sec-K9	-
Cable for cameras	Various Advance Warning Signage and Poles for Ramp Meters	ALPHA TELECOM ISDN Modem Model: UT 3620 ISDN Triole NT1 Part: 555-362C0 with 16 W Power Supply	-
-	-	VBrick Video Encoder Model: VBrick Part: 9202-4202-000	-
-	-	Sierra Wireless Modem Model: LS300	-
-	-	Sarasota Sensor Card Model: 222 Sensor Card	-
-	-	Hubbell or Tripp. Lite Power Strip Model: 1U Rackmount Power Strip Part: RS-1215	-

The Contractor shall establish a procedure for managing spare parts and equipment in a secure manner. The Contractor shall also develop a database to capture information on spare parts and provided access to MTC, Caltrans Lead and its designee. The Contractor may use an existing inventory management database or system as long as it contains all key information described below.

- A complete inventory of all equipment and software, including all software required to operate the software, including operating systems, libraries, tools and utilities, data base structures, code and compilers; to alter/edit the source code; and/or to successfully recompile the software
- Equipment/software description
- Manufacturer’s serial/model number
- Purchase price
- Date of purchase
- Expected Mean Time Between Failures
- Date of retirement if applicable
- Location of equipment/software
- Configuration control process used for software either developed or modified by Contractor
- Software license information, license number, expiration dates and usage restrictions
- MTC’s rights in all software
- Warranty information
- Warranty expiration date
- Vendor contact information, and
- Reporting capabilities.

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Additionally, Contractor shall keep records of inventories, determine reorder points, maintain supplier information, and conduct parts acquisition and distribution. The Contractor shall establish a secure facility to store spare parts and equipment. The Contractor shall manage spare parts and equipment on a "first in, first out" basis so as to maximize the availability of manufacturer's warranties that commence on delivery. The Contractor shall test the initial functionality of all spare parts and equipment, and shall return all defective spare parts and equipment to their respective manufacturers for replacement.

MTC shall own the spare parts and the Contractor shall keep a sufficient inventory of spare parts to allow for the replacement of failed components, and components which in its judgment need replacement. Components that have been repaired, as opposed to replaced, more than three times shall be replaced at MTC Project Manager, Caltrans lead or its designee's option.

Spare parts shall be interchangeable with their corresponding part, and equal in quality to original equipment parts. The Contractor shall be responsible for the purchase, delivery, comprehensive testing and maintenance of all spare parts. The Contractor shall be reimbursed, at cost, for all spares parts including delivery costs and shall submit these costs to MTC as part of the monthly invoice after the spare parts have been received and successfully tested by the Contractor. The Contractor shall plan ahead for replenishing inventory. Should expedited delivery of spare parts be required, the Contractor shall get prior approval for delivery charges from the MTC Project Manager, Caltrans Lead or its designee. The Contractor shall obtain the best competitive price for all spare parts and provide verification of this effort upon request of MTC.

At the end or termination of this contract, the Contractor shall present to MTC Project Manager, Caltrans Lead or its designee a listing of the actual inventory and transport the spare parts to a location designated by MTC Project Manager, Caltrans Lead or its designee. Transportation costs related to transferring spare parts are included as part of the contract costs.

D. Task Orders/Optional Work

During the entire contract period, the Contractor may be required to perform tasks related to the TOS devices that are outside the scope of maintenance services provided under the contract. Work within this category shall be negotiated separately between the Contractor and MTC using the resource rates listed in *Appendix B-2*, Resource Rate Schedule and executed by task order.

When requested by MTC, the Contractor shall prepare a proposal to perform the requested task in the format shown in *Attachment A-2*, Task Order Form in Appendix F, MTC Standard Contractor Contract. This proposal shall include scope, approach, schedule and cost. MTC, at their discretion, may negotiate with and assign the task to the Contractor. In that event, the agreed upon scope, payment and schedule shall be included in a task order signed by both parties. Alternatively, MTC may choose to procure the task through a separate procurement.

Listed below are examples of the types of projects MTC envisions for task orders.

- Repair of fiber optic communications cable and splicing
- Fiber management and diagnostics to detect and locate fiber breaks/cuts

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- TOS device maintenance of additional corridors or arterials
- Maintenance of signal control cabinets or way finding signage on arterials
- Reinstallation/relocations of devices
- New device installation

E. Major Deliverables

The following table describes the major deliverables and their due date required under this RFP.

Table 3: Major Deliverables Due Dates

Major Deliverables	Due Date
1. Project Management Plan (See *Appendix A*, Preliminary Scope of Work, Section B)	One (1) month after Contract Execution
2. Spare Parts Equipment and Software Inventory Database (See *Appendix A*, Preliminary Scope of Work, Section C)	Two (2) months after Contract Execution
3. Device Upgrade/Replacement Report (See *Appendix A*, Preliminary Scope of Work, Section A, Item 3, Reports and Meetings)	Six (6) months after Contract Execution
4. A Listing of Final Spare Parts For Transfer (See *Appendix A*, Preliminary Scope of Work, Section C)	End of contract
5. Invoice Reports (See *Appendix A*, Preliminary Scope of Work, Section A, Item 3, Reports and Meetings)	Recurring

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APPENDIX A-1: MAINTENANCE SCOPE OF SERVICES

The maintenance scopes of services to be provided under this contract are the routine maintenance and the corrective maintenance of TOS devices along the I-880 corridor. Locations of the devices can be seen using the interactive web based map at: http://www.arcgis.com/apps/OnePane/basicviewer/index.html?appid=c5d7ed68d07942ebaccf80da066c23da

A. Routine Maintenance

The Contractor shall perform routine preventative maintenance tasks to keep the TOS elements operational. The Contractor shall report to the MTC Project Manager, Caltrans Lead or designee any unusual findings made while performing routine maintenance or make recommendations for corrections to the devices that frequently require routine maintenance.

Scheduled routine maintenance shall consist of, but not be limited to, activities described in Chapters K and U in Caltrans' Maintenance Manual, and all actions necessary to prevent equipment failures and extend its useful life. The Caltrans Maintenance Manual can be found at: http://www.dot.ca.gov/hq/maint/manual/maintman.htm. Such maintenance shall also be performed in accordance with the component manufacturer's recommendations.

Other routine maintenance work shall include:

1. TOS Device Data Collection and Maintenance – The Contractor shall keep information current on the TOS device in Caltrans' TOS Equipment Management System (TEMS), a central database and equipment management system that provides tools to manage the TOS inventory. The Contractor shall review data previously collected to verify accuracy.

2. Minor repairs – The Contractor shall perform minor repairs, repair work with repair time of less than an hour, to return a device to a fully functional condition. Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damaged component. Minor repairs are generally defined as repairs to assets that are inoperable due to system device section loss (e.g., CCTV camera is non operable due to damaged video signal cable. Replacement of cable would restore device). Cost of labor and equipment used for the minor repair is included in the routine maintenance task and the Contractor will be reimbursed only for the cost of materials/parts (including applicable sales tax) without additional markup. The Contractor shall have spare parts available during the routine maintenance field visits.

3. Device and infrastructure upgrades/installations – The Contractor may perform certain upgrades (e.g., newer model), if approved by Caltrans, to meet the performance goals. This type of upgrade shall be performed at the Contractor's cost.

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The following table describes the TOS elements to be maintained under this project and their respective routine maintenance intervals.

Table 4: TOS Device Inventory and Maintenance Interval

TOS Element Type	Routine Maintenance Interval (Days)	Number of Devices Along I-880 Corridor
Ramp Meters	120	110
Changeable Message Signs	120	13
Closed Circuit Television Cameras	180	56
Detector Cabinets	120	140

Prior to beginning routine maintenance work, the Contractor shall submit a maintenance schedule for the individual TOS devices that is in compliance with the intervals described above.

The inventory number of TOS elements for which the Contractor is responsible to perform routine maintenance may change within the duration of this service contract due to new installations and upcoming construction projects. Contractor will be notified two weeks in advance of the changes.

1. Ramp Meters and Mainline Meters (RM)
   Description: Signalized devices installed on freeway on-ramps/freeway-to-freeway connectors to regulate traffic entering the freeway system. They are often used in conjunction with preferential High Occupancy Vehicle (HOV) lanes and incorporate the use of Extinguishable Message Signs (EMS).

   Additional routine maintenance tasks:
   - Perform activities described in Section K.06.2, “Meter Timing and Operations,” of the Caltrans Maintenance Manual, except for paragraphs 2 through 4 and 6 through 7.

2. Changeable Message Signs (CMS)
   Description: Electronic messaging devices that are installed along the freeway prior to major traveler decision points such as freeway-to-freeway interchanges or freeway splits. They provide roadway conditions, alternate routes, travel time information, and other pertinent information to motorists.

   Additional routine maintenance tasks:
   - Call Traffic Management Center and verify remote testing
   - Check and confirm cabinet ID and communication information labeling

3. Closed circuit television cameras (CCTV)
   Description: Electronic video devices that are installed along the freeway to visually identify/verify the freeway conditions/incidents from the District Traffic Management Center.

   Additional routine maintenance tasks:

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- Call TMC and verify remote testing
- Check and confirm cabinet ID and communication information labeling

4. Vehicle Detection

Vehicle Detector Cabinets (DT)
Description: Vehicle Detector Cabinets (DT) are the physical cabinets that contain the electronic equipment needed to manage detection data obtained from the individual Vehicle Detector Stations (VDS) associated with the cabinet. An individual DT will typically have multiple VDS associated with it.

Vehicle Detector Stations (VDS)
Description: Electronic devices that are installed along the freeway to collect traffic condition data, such as vehicle speeds, volumes, and occupancy. This data is used for incident detection, ramp metering control, and data collection/analysis through Advanced Traffic Management System (ATMS) and Caltrans Performance Measurement System (PeMS). A VDS is a logical grouping of traffic detectors.

Vehicle Detectors-Lane
Description: Vehicle Detectors-Lane are the pairs of detectors in an individual lanes associated with a Vehicle Detector Station (VDS). An individual VDS will typically have multiple Vehicle Detectors-Lane associated with it.

Additional routine maintenance tasks:

- Check and confirm cabinet ID and communication information labeling
- Take five photos in the following sequential order showing:
    a) Photo 1- Maintenance ID on the cabinet & the surrounding
    b) Photo 2- Front of cabinet & equipment with door open
    c) Photo 3- Close up of the Controller showing Drop & Config. on the Prom Board
    d) Photo 4- Back of cabinet & equipment with door open
    e) Photo 5- Close up of the Modem showing Labels

In addition to the above Routine Maintenance tasks, the Contractor shall collect field information for each device and its associated components for inclusion in Caltrans' TOS Equipment Management System (TEMS) database. This information shall consist of all data shown on the applicable forms/check lists provided in *Appendix D*, Field Data Device Collection, and shall be submitted on a weekly basis.

B. Corrective Maintenance

Corrective maintenance shall consist of all unscheduled actions necessary to diagnose and repair malfunctions and failures of TOS elements, due to wire theft/vandalism, knockdowns, etc. Contractor shall make information related to wire theft repairs readily available to the MTC Project Manager, Caltrans Lead, or its designee to assist in recovery efforts.

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The corrective maintenance task will be assigned to the Contractor by issuing a Task Order under a process described in *Attachment A-2*, Task Order Form of Appendix F, MTC Standard Contractor Contract. MTC anticipates issuing a task order on general corrective maintenance work, and that task order will be tied to the TMS Support Tracking System (Trac), allowing MTC, Caltrans Project Lead, or its designee to assign trouble tickets to the Contractor. s

The Contractor or its designee shall be reachable 24-hours a day, seven days a week including holidays.

MTC Project Manager, Caltrans Lead or designee may also task the Contractor to collect and enter device data including, but not limited to all parts and components within the device, quantity of a component per device, age and life expectancy, into Caltrans' TOS Equipment Management System (TEMS).

At MTC Project Manager, Caltrans Lead or its designee' discretion, MTC or Caltrans may accomplish any major repair outside of this procurement, under separate contract.

Performance Criteria

At MTC's sole option, the Commission may consider continued failure to meet response and repair timeframes as a material breach of the Contract. MTC shall have the right to terminate the contract, and the Contractor shall be liable for all costs associated with the termination and securing a replacement contractor.

Hours and response time required, for corrective maintenance tasks assigned, are as follows:

1. Safety Hazards and Knockdowns:
   Upon notification of request (Trac Ticket or by phone), the Contractor shall respond immediately.

2. Others instances:
   a. Upon notification of the request (Trac Ticket), the Contractor shall acknowledge receipt of Service Request within four (4) hours and be on-site within twenty four (24) hours (48 hours for VDS) from notification, unless directed by the Caltrans Lead or designee to a different reporting time.

   b. If upon initial assessment by the Contractor that repair can be made within two-hours, the Contractor shall proceed with the Service and submit the Service Request to the Caltrans Lead or designee for closure. However, if the work appears to be beyond the two-hour limit, the Contractor shall provide an Assessment and Cost Estimate (Estimate) within twenty-four (24) hours of arrival at the site and submit it to the MTC Project Manager, Caltrans Lead or its designee for approval.

   c. Upon the approval of the Assessment and Cost Estimate, the Contractor shall commence work within twenty-four (24) hours in accordance with the Estimate. As soon as the Contractor realizes that the repair cannot be completed within the time stipulated, the Contractor shall notify and get directions from the Caltrans Lead or designee. Should additional parts be needed or additional time granted to complete

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the repairs, the Service Request will be amended by the Caltrans Lead or designee to reflect these changes and work will continue in accordance with the amended Service Request. If the Estimate is not approved by the Caltrans Lead or its designee, Contractor shall modify the Estimate and resubmit such within twenty-four (24) hours for approval.

d. Billable hours shall commence only upon Contractor arriving at the Designated Work Reporting location identified in the Trac ticket/Task Order or alternate Working Reporting location as directed by the Caltrans Lead or designee. The Contractor shall obtain prior written approval from the Caltrans Lead or designee on the expenditure of overtime hours.

The table below specifies the priority which shall be given to each type of device and the corresponding repair time requirements.

Table 5: Device Priority and Response Time Parameters

Type of Device	Priority	Acknowledgement Time	Response Time	Repair Time
RM	1	4 hours	On site: Within 24 hours	2 days
CMS	2	4 hours	On site: Within 24 hours	5 days
CCTV	3	4 hours	On site: Within 24 hours	7 days
Vehicle Detection	4	4 hours	On site: Within 48 hours	20 days

Acknowledgement Time – This shall be the elapsed time between notification of a Service Request (whether by telephone, email, or Trac) from the MTC Project Manager, Caltrans Lead or its designee to the Contractor or Contractor dispatcher and the Contractor's acknowledgement of the Service Request (whether by telephone, email, or Trac). Acknowledgments of receipt of Service Requests and site visits shall be documented by Contractor in Trac or by other means approved by the Caltrans Lead.

Response Time – This shall be the elapsed time between notification of a Service Request (whether by telephone, email, or Trac) from the MTC Project Manager, Caltrans Lead or its Designee to the Contractor or Contractor dispatcher and the time the Contractor's technician arrives at the site of the work. If the problem is of a type that can be resolved remotely, response time shall be measured as the time from notification until the technician logs into the relevant system, at which time the technician shall notify the designated Agency contact.

Repair Time – This shall be the time required to restore a function to an operational state following the response to a Service Request. Priority 1 and Priority 2 repairs shall be performed on an expedited basis. Contractor shall ensure that technicians ares furnished with sufficient tools and spare parts and equipment, or such spare parts and equipment shall be conveniently positioned so repairs are expedited.

The Contractor shall immediately notify the MTC Project Manager, Caltrans Lead or its designee if any required response or repair time cannot be met, the reason why, and the anticipated time of

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response and/or repair. This notification shall not in and of itself relieve the Contractor of his obligations to meet the required response and repair times.

Beginning with the calendar month that follows the 30th day after assumption of full maintenance by the Contractor, failure to meet the response times set forth above shall entitle MTC to corrective fee reduction as indicated in *Appendix A-2*, Section B, Performance Criteria, Table 10.

Inclusive Costs

The hourly rate for each classification defined in *Appendix B-2* shall include labor, all vehicles, tool/test equipment and incidentals as well as all other overhead costs needed to perform the corrective maintenance tasks.

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax) without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed original invoice verifying the actual cost and delivery of the material/supplies to MTC Project Manager, Caltrans Lead or its designee.

Billable time does not include any time before the designated report time. Billable time does not include travel time from the Contractor's yard to job site or return. Billable time does not include Contractor administration time which is considered into the Contractor hourly rate in the bid.

All traffic control related costs such as furnishing and installing work area traffic control devices and flagging shall be included in a per hour traffic control cost. Closure hours will be calculated for payment to the nearest tenth of an hour. Traffic Control time starts when the first advanced warning sign is in place and stops when the last advanced warning sign is removed from the right of way.

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APPENDIX A-2: COMPENSATION AND PERFORMANCE CRITERIA

A. Compensation for Services

Contractor shall be compensated monthly for all tasks performed under Appendix A, Preliminary Scope of Work. The monthly payment is subject to Contractor meeting device-specific performance measures as detailed in Table 6, Device Health Performance Levels and its Contractor fixed sum, including all labor and materials required to fulfill the requirements as laid forth in Appendix A, Preliminary Scope of Work.

All tasks under Task Order Work will be initiated through MTC issued Task Orders. The Standard task order is attached as Attachment A-2, Task Order Form in Appendix F, MTC Standard Contractor Contract. The task order may be paid on a time and materials or a lump sum basis depending on the type of work.

B. Performance Criteria

1. Routine Maintenance

The monthly payment for all routine maintenance tasks in *Appendix A-1*, Maintenance Scope of Services, shall be determined using two performance measures: device health and completion of scheduled maintenance tasks.

Device Health
Using definitions listed in *Appendix C* – Definitions for Operational and Non-Operational Devices, device health shall be measured by the percent of devices that are operational each month. The monthly operational devices represents an average of the weekly numbers, collected during the testing process described in *Appendix A-3*, Weekly Testing of Individual TOS Devices.

The mathematical equation to calculate the average number of operational device is the following:

Average Monthly Operational Device = $\frac{\text{(Operational device in week 1 + week 2 +….)}}{\text{Number of Weeks in a month}}$

To calculate the baseline payment for maintaining the operational device, the Contractor would multiply the average monthly operational device by the monthly cost per device in *Appendix A-4*, Routine Maintenance Cost Matrix, Table 13. The mathematical formula is shown as follows:

Monthly Baseline Payment = Average Monthly Operational Device * Monthly Cost Per Device

The Contractor is required to meet performance specifications outlined in Table 6, Device Health Performance Levels. The minimum performance level for Device Health is Level 1. At MTC's sole option, the Contractor may be deemed in default if the Contractor's performance falls below percentages set in Level 1. If the default is not corrected within thirty (30) calendar days, MTC

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shall have the right to terminate the contract, and the Contractor shall be liable for all costs associated with the termination and securing a replacement contractor.

Table 6: Device Health Performance Levels

Performance Levels that Determine Monthly Routine Maintenance Payment				
Performance Area	**Level 1**	**Level 2**	**Level 3**	**Level 4**
Device Health				
Ramp Meter	Greater Than or Equal to 90%, but Less Than 93% operational	Greater Than or Equal to 93%, but Less Than 96% operational	Greater Than or Equal to 96%, but Less Than 98% operational	Greater Than or Equal to 98% operational
CMS	Greater Than or Equal to 80%, but Less Than 87% operational	Greater Than or Equal to 87%, but Less Than 94% operational	Greater Than or Equal to 94%, but Less Than 97% operational	Greater Than or Equal to 97% operational
CCTV	Greater Than or Equal to 70%, but Less Than 80% operational	Greater Than or Equal to 80%, but Less Than 90% operational	Greater Than or Equal to 90%, but Less Than 95% operational	Greater Than or Equal to 95% operational
Vehicle Detector Station	Greater Than or Equal to 60%, but Less Than 70% operational	Greater Than or Equal to 70%, but Less Than 80% operational	Greater Than or Equal to 80%, but Less Than 90% operational	Greater Than or Equal to 90% operational

To calculate the percentage of operational device in a month, the contractor shall divide the average monthly operational devices by the total number of devices, and multiply the figure by 100 percent. The mathematical formula is shown as follows:

$$\textbf{Percentage of Operational Device} = \frac{\text{Average Monthly Operational Device}}{\text{Total Number of Devices}} * 100\%$$

To incentivize Contractor to perform at a level exceeding Level 1, the monthly baseline payment shall be adjusted in accordance with the performance requirements described in the table below:

Table 7: Performance Payment Structure Associated with Device Health

	Level 1	**Level 2**	**Level 3**	**Level 4**
Monthly Price Adjustment	**100% of Baseline Payment**	**104% of Baseline Payment**	**107% of Baseline Payment**	**110% of Baseline Payment**

Monthly Payment After Performance Adjustment = Monthly Baseline Payment * Percentage rate corresponding to the level of performance (i.e. 100%, 104%, and etc.)

The Contractor shall not be held responsible for project delays that are caused by circumstances beyond its reasonable control and without the fault or negligence of the Contractor or subcontractors.

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Completion of Scheduled Maintenance Tasks

With the exception of devices determined by the MTC Project Manager, Caltrans Lead or its designee to be inaccessible for reasons beyond the Contractor's control (ongoing construction zones, etc.), or to not require scheduled maintenance for other reasons (upcoming work, repairs by other, etc.), all scheduled maintenance tasks are to be performed on time as required for the month based on the routine maintenance schedule submitted by the Contractor. If the Contractor does not perform all maintenance tasks scheduled for a given month, the Adjusted Monthly Baseline Payment for TOS Device Maintenance shall be reduced by 10% for that month.

2. Corrective Maintenance

Corrective maintenance repairs not included in the maintenance scope of services listed in *Appendix A-1* shall be based on rates in *Appendix B-2*, Resource Rate Schedule.

Performance of corrective maintenance repairs shall be measured in the following way:

1. Acknowledgement Time – The monthly average acknowledgement time for all Service Requests within the month and for each priority level shall be less than or equal to the specified acknowledgement time for the corresponding priority level.

2. Response Time – The monthly average response time for all Service Requests within the month and for each priority level shall be less than or equal to the specified response time for the corresponding priority level.

3. Repair Time – The monthly average repair time for all Service Requests within the month and for each priority level shall be less than or equal to the specified repair time for the corresponding priority level.

Response and/or Repair Times impacted by conditions beyond the Contractor's control, as determined by the MTC Project Manager, Caltrans Lead or its designee, shall be excluded from the determination of the monthly averages.

If the Contractor does not meet the requirements for Repair Time and/or Response Time, the following adjustments shall be applied to Monthly Payment for Corrective Maintenance.

Table 8: Corrective Maintenance Monthly Price Adjustment

Item	Performance Area	Description	Monthly Price Adjustment
1.	Acknowledgement Time	Failure to meet the monthly average acknowledgement time for all Service Requests within the month for each priority level.	4% Downward Adjustment
2.	Response Time	Failure to meet the monthly average response time for all Service Requests within the month for each priority level.	8% Downward Adjustment
3.	Repair Time	Failure to meet the monthly average repair time for all Service Requests within the month for each priority level.	8% Downward Adjustment

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3. Sample Calculations

The numbers shown in the examples below are used for illustrative purposes only.

Device Health

Below are the weekly numbers for operational Ramp Meters for the months of January and February, assuming there are a total of 110 ramp meters:

Table 9: Device Health Payment Example

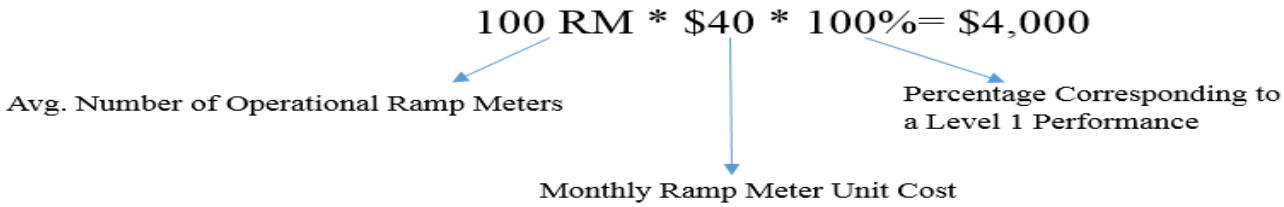
	1st week	2nd week	3rd week	4th week
January	100	97	100	103
February	105	107	104	108

For the month of January, the average number of operational Ramp Meters is 100 (average = [100+97+100+103]/4 = 100), which represents a 91% operational percentage (100 operational RM/110 total RM), resulting in a Level 1 Performance. The Contractor can expect 100% of the monthly baseline payment performing at Level 1.

The equation for calculating the monthly payment to the Contractor after performance adjustment is the following:

Monthly Payment After Performance Adjustment = Average monthly operational ramp meter * Contractor provided unit rate * Percentage rate corresponding to the level of performance

Assuming the monthly ramp meter unit cost is $40 in this example, the monthly payment for January is $4,000. The mathematical equation is shown as the following:



For the month of February, the average number of operational Ramp Meters is 106 (average = [105+107+104+108]/4 = 106), which represents an operational percentage at 96% (106 operational RM/110 total RM), resulting in a Level 3 Performance. The Contractor can expect 107% of the monthly baseline payment performing at Level 3. After performance measure adjustments, the monthly payment equals to $4,536.8. The mathematical equation is shown as the following:

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106 RM * $40 * 107%= $4,536.8

Avg. Number of Operational Ramp Meters

Monthly Ramp Meter Unit Cost

Percentage Corresponding to a Level 1 Performance

The monthly payments for operational Changeable Message Signs, Closed Circuit Television Cameras, and vehicle detection cabinets are computed similarly to the ramp meter example provided above.

Scheduled Maintenance

The monthly data of scheduled maintenance for the month of January is displayed in Table 10:

Table 10: Scheduled Maintenance Payment Example #1

	Ramp Meters	CMS	CCTV	DT
Devices Scheduled for Maintenance	25	4	10	45
Devices Actually Maintained	25	4	10	45
Inaccessible Locations	0	0	0	0

In this example, all planned scheduled maintenance tasks were performed. As such, the Contractor would receive full payment on the Monthly Adjusted Payment for TOS Device Maintenance for each of the TOS device types listed.

100% * Adjusted Monthly Baseline Payment (Ramp Meters)
100% * Adjusted Monthly Baseline Payment (CMS)
100% * Adjusted Monthly Baseline Payment (CCTV)
100% * Adjusted Monthly Baseline Payment (DT)

The data of scheduled maintenance for the month of February is captured in Table 11:

Table 11: Scheduled Maintenance Payment Example #2

	Ramp Meters	CMS	CCTV	DT
Devices Scheduled for Maintenance	25	4	10	45
Devices Actually Maintained	23	3	8	45
Inaccessible Locations	2	1	0	0

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In this example, planned Scheduled Maintenance tasks for all Detector Cabinets (DT) were performed. For Changeable Message Signs and Ramp Meters, all planned Scheduled Maintenance tasks, except those determined to be inaccessible, were performed as well. However, for CCTV, scheduled maintenance was only performed at eight out of the ten planned locations. As such, the Contractor would receive full payment on the Monthly Adjusted Payment for TOS Device Maintenance for CMS, DT, and Ramp Meters while the Monthly Adjusted Payment for CCTV would be reduced by 10%.

100% * Adjusted Monthly Baseline Payment (Ramp Meters)
100% * Adjusted Monthly Baseline Payment (CMS)
90% * Adjusted Monthly Baseline Payment (CCTV)
100% * Adjusted Monthly Baseline Payment (DT)

Corrective Maintenance

The response times for various devices in the month of January are shown in Table 12.

Table 12: Corrective Maintenance Payment Example

Date	Device Category	Response Time
1/5/2015	VDS	36 hrs
1/12/2015	CCTV	28 hrs
1/13/2015	RM	12 hrs
1/15/2015	CMS	16 hrs
1/16/2015	VDS	40 hrs
1/16/2015	CCTV	24 hrs
1/17/2015	RM	8 hrs
1/19/2015	VDS	32 hrs
1/19/2015	RM	10 hrs
1/20/2015	CMS	20 hrs
1/23/2015	VDS	56 hrs
1/24/2015	CCTV	23 hrs

For Priority 1/Ramp Meters, the average response time is 10 hours ([12+8+10]/3 = 10]). This is less than the required 24 hours response time for Priority 1 repairs. As a result, there is not an adjustment in the monthly payment for corrective maintenance work associated with ramp meters.

For Priority 2/Changeable Message Sign, the average response time is 18 hours ([16+20]/2 = 18]). This is less than the required 24 hours response time for Priority 2 repairs, and would not result in an adjustment to the monthly payment for Corrective Maintenance.

For Priority 3/Closed Circuit Television Cameras, the average response time is 25 hours ([28+24+23]/3 = 25]). This is more than the required 24 hours response time for Priority 3 repairs. Because of failure to meet the response time requirement, an 8% downward adjustment will be applied to the corrective maintenance costs associated with closed circuit TV repairs.

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For Priority 4/VDS, the average response time is 41 hours ([36+40+32 +56]/4 = 41]. This is less than the required 48 hours response time for Priority 4 repairs. No adjustments to the monthly payment for Corrective Maintenance is necessary.

Calculations for repair times and acknowledgement times would be performed similarly as the response time example shown above.

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APPENDIX A-3: WEEKLY TESTING OF INDIVIDUAL TOS DEVICES

For the purposes of determining device health and payment, the weekly testing of individual TOS Devices shall be performed as described below. Depending on the operational needs of Caltrans, the testing days described may be changed by the Caltrans Lead/Designee with two weeks advance notice.

A. Ramp Meters Field Observations

On a weekly basis, the Contractor shall drive though each metered on-ramp on the corridor (ALA-SCL880) when the ramp meters are programmed to be cycling and perform the following:

1. Check that meters are operational during metering hours.
2. Check striping configuration and signing.
3. Check the operations of meters (detectors and signals working).
4. Check communication to TMC.
5. Check Queue Length and Delay (Wait times) at the on-ramp and record observations during morning and afternoon peaks.

Contractor shall document the visits above, and report issues to Traffic Systems RM Field Unit.

B. Changeable Message Signs (CMS) TMC Wednesday Report

A weekly "snapshot" of the functional status for CMS devices determined by the Caltrans Traffic Management Center shall be provided to the Contractor on Wednesday of every week. This functional status will be based on proper display and control of the message sign. The Contractor shall review these results and provide a list of any discrepancies noted based on their own testing and investigation to the Caltrans Lead/Designee by Friday of that same week. Upon resolution of these discrepancies, this list shall be used to determine the number of operational CMS devices for that week.

C. Closed Circuit Television Cameras (CCTV) TMC Wednesday Report

A weekly "snapshot" of the functional status for CCTV cameras determined by the Caltrans Traffic Management Center shall be provided to the Contractor on Wednesday of every week. This functional status will be based on the camera being viewable and functionality of pan/tilt/zoom controls. The Contractor shall review these results and provide a list of any discrepancies noted based on their own testing and investigation to the Caltrans Lead/Designee by Friday of that same week. Upon resolution of these discrepancies, this list shall be used to determine the number of operational CCTV cameras for that week.

D. Vehicle Detection Contractor Wednesday Report

On Wednesday of every week, Contractor shall provide Caltrans Lead or its designee a weekly overview of the VDS functional status using Caltrans Performance Measurement System (PeMS). This functional status will be based on detector lane health data exported from PeMS for the previous week. A detector station will be considered operational if PeMS shows the detector station as "good" for greater than 50% of the date range being evaluated. The Contractor shall review these results and provide a list of any discrepancies noted based on their own testing and investigation to the Caltrans Lead/Designee by Friday of that same week. Upon resolution of these discrepancies, this list shall be used to determine the number of operational VDS for that week.

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APPENDIX A-4: ROUTINE MAINTENANCE COST MATRIX

Respondents shall review the individual services listed within *Appendix A-1* and determine which services will be performed by Contractor technicians and which will be performed by subcontractors. Respondents shall completely fill out this table with the estimated yearly and monthly routine maintenance cost for each type of device and note any exclusion(s). The final yearly cost represents the costs to complete all routine maintenance work to be performed by the Contractor and cannot be invoiced in any other Work Element.

Table 13: Device Routine Maintenance Cost Matrix

#	Device	Maint. Frequency	Device Qty.	# of Maint.Visits Per Year	Maint. Cost for Each Device per Visit 1	Yearly Cost Per Device 2	Monthly Cost per Device 3	Performed By (i.e. Tech, Sub)	Excl. (Yes/ No) 4
1	Ramp Meters	Every 120 Days	110	3					
2	CMS	Every 120 Days	13	3					
3	CCTV	Every 180 Days	56	2					
4	Detector Cabinets (DT)	Every 120 Days	140	3					
Total Routine Maintenance Cost for All Devices **5**									

Notes:

1. Maintenance cost per each device: The cost shall be based on meeting the level 1 device health performance level indicated in Table 6 of the RFP, Device Health Performance Levels. The maintenance cost for each device per visit shall remain the same should additional corridors get added to this project.
2. Yearly Cost per Device: Multiply the number of Maintenance Visits by the Maintenance Cost for Each Device per Visit.
3. Monthly Cost per Device: Divide Yearly Cost per Device by 12.
4. If the Contractor cannot perform any task, please fill the box with "yes," otherwise put "No." When "yes" is selected, please explain within the RFP response why this exclusion is necessary. Contractors shall include a separate sheet detailing subcontractors costs and rates.
5. Total Routine Maintenance Cost for All Device: For the total yearly maintenance cost, multiply the device quantity by the yearly cost per device for each row, and summing up the total. For the total monthly maintenance cost, multiply the device quantity by the monthly cost per device for each row, and summing up the total.

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APPENDIX B-1: BID FORM

Contractor shall be compensated monthly for all tasks performed under *Appendix A*, Preliminary Scope of Work.

The following table contains a description of the services to be performed and the corresponding compensation to be received. The prices in *Appendix B-1* should represent the Contractor's full proposed compensation (including all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, subcontractors costs, travel, facility rental costs, and materials and supplies) for all work performed under the resulting contract.

Contractors shall include a separate sheet detailing costs for spare parts. The costs represent best estimate at the time of the proposal. This estimate will only be used by MTC for budgeting purposes, and will not be used by MTC during the proposal evaluation.

Table 14: Bid Form

Work Element	Description	Unit	Unit Price	QTY	Total Price
A. TOS Device Maintenance	Perform scheduled routine maintenance, surveying, and repair as required. Provide coordination activities and centralized facilities for storage of spare parts. The cost also includes the development and implementation of an equipment and software inventory database for spare parts.	Monthly Maint. Cost for All Devices [1]	$	36 Months	$
B. Device Upgrade and Replacement Report	Prepare a device upgrade/replacement report.	Lump Sum	$	1	$
C. Project Management Plan	Develop document describing staffing, inventory control procedures, performance monitoring, routine maintenance plans and procedures, and risk management plan. Include a spare parts inventory database.	Lump Sum	$	1	$
	TOTAL				**$**

Note:

1. The monthly fixed price figure shall be taken from the total monthly routine maintenance cost for all devices in *Appendix A-4*, Routine Maintenance Cost Matrix.

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APPENDIX B-2: RESOURCE RATE SCHEDULE

Contractor shall provide fully loaded hourly rates applicable to time and materials task orders and a description of any increases in hourly rates during the prospective thirty-six (36) month term of the resulting contract, for position types as listed in *Appendix A*, as applicable, and any additional position types, as necessary.

If any work is considered "public works," the Contractor shall comply with the California Labor Code Sections 1720 et seq., 1770-1815 and Title 8 of the California Code of Regulations Sections 16000 et seq. governing the payment of prevailing wages, as determined by the Director of California Department of Industrial Relations.

The rates submitted below shall remain in effect for the full term of the resulting contract.

#	Staff Position	Description	Fully Loaded Hourly Rate *
1.	Project Manager	Oversee project and daily functions	$
2.	Electronics/Network/System Engineer	- Regular	$
3.	Electronics/Network/System Engineer	- Overtime	$
4.	Telecommunication Technician	- Regular	$
5.	Telecommunication Technician	- Overtime	$
6.	Electrician	- Regular	$
7.	Electrician	- Overtime	$
8.	General Labor	- Regular	$
9.	General Labor	- Overtime	$
10.	Traffic Control	Regardless of the number of lanes closed	$

* Include all applicable surcharges such as taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance.

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APPENDIX C: DEFINITIONS FOR OPERATIONAL AND NON-OPERATIONAL DEVICES

This document defines the criteria for declaring a field device "operational". These definitions will apply when considering whether or not a device is "operational," and will be used when paying for device health performances.

The following conditions will not impact a device's operational status and are considered beyond the Contractor's control and shall apply globally to all devices:

- If a device is out of service due to an active construction project.
- If a failure is deemed to be the result of an issue on the Caltrans/leased line service provider side of the demarcation point.
- If a hub is deemed "non-operational."
- If a power outage occurs beyond the point of service.

For purposes of accounting for performance payment terms in this contract, and in the event a device is impacted by one or more of the above conditions, the device shall be accounted for as if it remains in its prior state (operational or non-operational). Devices will be paid for until the above condition(s) are returned to a normal state of operation. Upon the return to service of the conditions above, all devices will be re-accounted for Pay-for-Performance purposes.

Additionally, in the event that one of the above conditions occurs, the count of days for determining liquidated damages shall be suspended until the above condition is returned to an operational condition.

The following specific conditions apply to each one of the maintenance items as they relate to Pay-for-Performance.

1. **RM** – The Ramp Metering Systems are considered "Operational" when:

- The ramp controller responds to commands from the demarcation point.
- For two-lane or three-lane mast-arm ramp meters: At least one 3-section head is fully operational per metered lane and visible to the ramp traffic. For single-lane pedestal ramp meters: both upper and lower signal heads are fully operational and visible to the ramp traffic.

The demarcation point for the ramp metering systems is at the wireless modem in the Caltrans DT cabinet.

2. CMS – A Changeable Message Sign is considered "Operational" when:

- The sign responds to commands from the demarcation point
- 95% or more of sign display elements are functioning properly

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The demarcation point for CMS systems is at the wireless modem in the Caltrans CMS Cabinet.

3. CCTV – A CCTV camera system is considered "Operational" when:

- Usable video is present at the demarcation point
- PTZ control is functional from the demarcation point

The demarcation point for digital video is for useable video at the telecom distribution cabinet for the device. The demarcation point for analog video is useable video to the demultiplexer at the Traffic Management Center.

The demarcation point for PTZ control is at the telecom distribution cabinet for the device.

4. **VDS** – The Video Detection Systems are considered "Operational" when:

- Valid data is available including speed, volume and occupancy at the demarcation point
- No critical errors are reported

The demarcation point for VDS systems is at the wireless modem in the Caltrans DT cabinet.

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APPENDIX D: FIELD DEVICE DATA COLLECTION

Contractor shall collect field information for each device and its associated components for inclusion in the Caltrans' TOS Equipment Management System (TEMS) database. The following attachments are sample forms for Contractor to use as reference.

Attachment 1: VDS Field Inventory Data Form (Excel Spreadsheet)

Attachment 2: Input Field Card Assignment Form (Excel Spreadsheet)

Attachment 3: District CMS Inventory Check List (Word)

Attachment 4: District CCTV Inventory Check List (Word)

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APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than $250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Alicia C. Aguirre	Federal D. Glover	Joe Pirzynski
Tom Azumbrado	Scott Haggerty	Jean Quan
Tom Bates	Anne W. Halsted	Bijan Sartipi
David Campos	Steve Kinsey	James Spering
Dave Cortese	Sam Liccardo	Adrienne J. Tissier
Bill Dodd	Mark Luce	Scott Wiener
Dorene M. Giacopini	Jake Mackenzie	Amy Rein Worth

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

   ___ YES ___ NO
   If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than $250 to any MTC commissioners in the three months following the award of the contract?

   ___ YES ___ NO
   If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your Contractor. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

_____ _____
DATE (SIGNATURE OF AUTHORIZED OFFICIAL)

_____
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

_____
(TYPE OR WRITE NAME OF COMPANY)

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APPENDIX F, MTC STANDARD CONTRACTOR CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Between METROPOLITAN TRANSPORTATION COMMISSION

And NAME OF CONTRACTOR

For MAINTENANCE, DIAGNOSTIC AND REPAIR SERVICES OF TRAFFIC OPERATIONS SYSTEM DEVICES

THIS AGREEMENT is made and entered into as of the xx day of Month, 20___, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 and NAME OF CONTRACTOR, (herein called "CONTRACTOR"), a partnership, _____[state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of _____.

RECITALS

WHEREAS, MTC intends to provide comprehensive maintenance, diagnostic and repair services of traffic operation system devices along the I-880 corridor in the San Francisco Bay Area (herein called "the Project"); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of MTC; and

WHEREAS, the parties hereto now wish to enter into an agreement (the “Agreement”) pursuant to which CONTRACTOR will render professional services in connection with the Project as hereinafter provided.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR's services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Kaki Cheung, (herein called "MTC Project Manager"). As MTC Project Manager, Kaki Cheung is responsible for communication with CONTRACTOR and the administration of this Agreement. MTC’s Executive Director or

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designated representative may substitute a new MTC Project Manager by written notice to CONTRACTOR.

CONTRACTOR's point of contact and the individual authorized to communicate to MTC on behalf of CONTRACTOR is NAME OF CONTRACTOR's PM ("CONTRACTOR Project Manager"). A change in the CONTRACTOR Project Manager requires MTC written approval.

In the performance of its services, CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

In the performance of its services, CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

1.1 PROGRESS REPORTS

CONTRACTOR shall provide MTC with monthly progress reports according to the schedule and form approved by the MTC Project Manager.

1.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the MTC Project Manager, CONSULTANT shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subcontractor, subcontractor utilization, and if applicable, certified payrolls, to the MTC PROJECT MANAGER or his or her designee via one or more web-based systems designated by MTC to which MTC will provide CONSULTANT with system access. MTC may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

2. PERIOD OF PERFORMANCE

CONTRACTOR's services hereunder shall commence on or after _____, 201__, and shall be completed no later than _____, 201__, unless extended by duly executed amendment or earlier terminated, as hereinafter provided. CONTRACTOR's services

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shall be performed in accordance with the schedule included in Attachment B, Project Schedule, attached hereto and incorporated herein by this reference.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, MTC will pay CONTRACTOR for its services as described in Attachment A, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, ($_____)] ("Maximum Payment"). MTC shall make payments to CONTRACTOR in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to MTC at acctpay@mtc.ca.gov or in writing to:

Attention: Accounting Section
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative.

4. KEY PERSONNEL

The key personnel to be assigned to this work by CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the Project Manager or a designee. CONTRACTOR shall maintain records documenting compliance with this Article, which shall be subject to the audit requirements of Article 15. CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. MTC reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

MTC reserves the right to request changes in the services to be performed by CONTRACTOR. All such changes shall be incorporated in written amendments, which shall

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specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and CONTRACTOR and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. If CONTRACTOR has any property in its possession belonging to MTC, CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. Except as provided above, MTC shall not in any manner be liable for CONTRACTOR's actual or projected lost profits had CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if CONTRACTOR fails to comply with any other material provision of the Agreement, MTC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the fifteen (15) day period, MTC may terminate the Agreement for default. In the event of such termination for default, CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: CONTRACTOR shall be reimbursed its costs on work performed up to the time of termination, not to exceed the Maximum Payment set forth in Article 3 of the Agreement. Such reimbursement will be offset by any costs incurred by MTC to complete work required under the Agreement. In no event shall MTC be required to reimburse CONTRACTOR for any costs incurred for work causing or contributing to the default. If CONTRACTOR has any property in its possession belonging to MTC, CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. MTC shall not in any manner be liable for the CONTRACTOR's actual or projected lost profits had the CONTRACTOR completed the services required by this Agreement.

C. If it is determined by MTC that CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of CONTRACTOR,

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MTC, after setting up a new delivery or performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance and financial security listed in Attachment E, Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee or agent of MTC and has no authority to contract or enter into any agreement in the name of MTC. CONTRACTOR has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR who are assisting in the performance of services under this Agreement. CONTRACTOR shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

9. INDEMNIFICATION

To the maximum extent permitted by law, CONTRACTOR shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees ("MTC Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following:

A. Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by CONTRACTOR caused by any breach of the Agreement or negligent act or omission or willful misconduct of the CONTRACTOR or its officers, employees, subcontractors or agents; or

B. Any allegation that materials or services provided by CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as

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they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, CONTRACTOR shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY MTC

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to CONTRACTOR by MTC for use by CONTRACTOR in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by CONTRACTOR's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by CONTRACTOR in the context of the Project shall be the property of MTC and subject to the provisions of Article 11.

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to MTC by CONTRACTOR or its subcontractors pursuant to this Agreement shall be and are the property of MTC. MTC shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to MTC. CONTRACTOR hereby assigns to MTC ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. CONTRACTOR also agrees to execute all papers necessary for MTC to perfect its ownership of the rights in the Work Product. Notwithstanding the above, "Work Products" are not intended nor shall they be construed to include CONTRACTOR'S pre-existing intellectual property secured, developed, written, or produced by CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

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CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC, and CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC.

CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. SUBCONTRACTS

A. Subcontractors approved by MTC for subcontract work under this Agreement are listed in Attachment G, Subcontractor List, attached hereto and incorporated herein by this reference. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subcontractor to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of CONTRACTOR.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subcontractors, and no subcontract shall relieve CONTRACTOR of his/her responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to MTC for the acts and omissions of its subcontractors 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 CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from MTC's obligation to make payments to CONTRACTOR.

C. Any substitution of subcontractors listed in Attachment G must be approved in writing by MTC’s Project Manager in advance of assigning work to a substitute subcontractor.

D. Applicable provisions of this Agreement shall be included in any subcontract or subcontractor agreement in excess of $25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

CONTRACTOR shall not assign this Agreement, or any part thereof without prior express written consent of the Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

14. RECORDS

CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate

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reasonable, allowable, and allocable project costs. CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer.

15. AUDITS

CONTRACTOR shall permit MTC, and its authorized representatives to have access to CONTRACTOR's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

CONTRACTOR further agrees to include in all its subcontracts hereunder exceeding $25,000 a provision to the effect that the subcontractor agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor for the term specified above.

16. NOTICES

Except for invoices submitted by CONTRACTOR pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC:	Attention: Kaki Cheung Metropolitan Transportation Commission 101 - 8th Street Oakland, CA 94607-4700 Email: kcheung@mtc.ca.gov Fax: 510.817-5848
To CONTRACTOR:	Attention: Insert Name of Appropriate Person Contractor’s name Contractor’s address Contractor’s address Email: X Fax: X

17. SOLICITATION OF CONTRACT

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide

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employees working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MTC shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from CONTRACTOR's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to MTC. CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq*. and 87100 *et seq*., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, CONTRACTOR further covenants that it has made a complete disclosure to MTC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person’s objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor,

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or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance of the work hereunder, MTC shall similarly notify CONTRACTOR. In the event a conflict is presented, whether disclosed by CONTRACTOR or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with CONTRACTOR to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject the CONTRACTOR to damages incurred by the MTC in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on CONTRACTOR.

19.1. PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS

CONSULTANT shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq*. and Title 8 of the California Code of Regulations Sections 16000 *et seq*.) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to all work performed under this Agreement. In particular, CONSULTANT's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). Attachment J, Wage Determination, is attached hereto and incorporated herein by this reference. CONSULTANT and all subconsultants, to the extent the work of such subconsultants under this Agreement is subject to California Labor Code Section 1720 *et seq*., shall be registered with the

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Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement.

20. CLAIMS OR DISPUTES

CONTRACTOR shall be solely responsible for providing timely written notice to MTC of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is MTC's intent to investigate and attempt to resolve any CONTRACTOR claims before CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by MTC, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given MTC due written notice of a potential claim. The potential claim shall set forth the reasons for which CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to MTC prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement. CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or MTC may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event CONTRACTOR fails to comply with the requirements of the Agreement in any way, MTC reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights

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and remedies otherwise imposed or available by law. No action or failure to act by MTC or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TEMPORARY SUSPENSION OF WORK

MTC, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as MTC may deem necessary. The suspension may be due to the failure on the part of CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONTRACTOR. The CONTRACTOR shall comply immediately with the written order of MTC to suspend the work wholly or in part. The suspended work shall be resumed when CONTRACTOR is provided with written direction from MTC to resume the work.

If the suspension is due to CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by MTC.

In the event of a suspension of the work, CONTRACTOR shall not be relieved of CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work which MTC has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of CONTRACTOR, suspension of all or any portion of the work under this Section may entitle CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. WARRANTY OF SERVICES

A. In the performance of its services, CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing. In addition, CONTRACTOR shall provide such specific warranties as may be set forth in specific Task Orders as agreed upon by the parties.

B. In the event that any services provided by CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractors failure to perform said services in accordance with the warranty standards set forth above, MTC shall report such deficiencies in writing to the CONTRACTOR within a reasonable time. MTC thereafter shall have:

1. The right to have CONTRACTOR re-perform such services at the CONTRACTOR's expense; or

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2. The right to have such services done by others and the costs thereof charged to and collected from the CONTRACTOR if within 30 days after written notice to CONTRACTOR requiring such re-performance, CONTRACTOR fails to give satisfactory evidence to the MTC that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default. CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. CONTRACTOR and MTC shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that MTC provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, MTC's Project Manager shall provide a written determination as to the dispute, which shall include the basis for its decision. Upon CONTRACTOR's written acceptance of the Project Manager's determination, the Agreement may be modified and the determination implemented or, failing agreement, MTC may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the Project Manager's determination.

If the Project Manager's determination is not accepted by CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty calendar (30) days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and CONTRACTOR which cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. CONTRACTOR must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

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D. Pending Resolution. CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or terminations of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

25. CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of the Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

The Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

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30. ENTIRE AGREEMENT; MODIFICATION

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION	NAME OF CONTRACTOR
Steve Heminger, Executive Director	Insert Appropriate Name, Title

Pathname.dotx

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ATTACHMENT A

Scope Of Work

Outline of Services

The services to be performed by CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

1.
2.
ETC.

MTC may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the detailed task order process described in Attachment A-1, Task Order Process, attached hereto and incorporated herein by this reference. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subcontractor participation (if any), in a completed form as shown in Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference.

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ATTACHMENT A-1

TASK ORDER PROCESS

Detailed Task Order Process:
Task Orders will be numbered sequentially. The period of performance shall be as set forth in the individual Task Order. The process for developing, signing and tracking task orders is summarized as follows:

Step 1 – The MTC Project Manager ("MTC PM") prepares a draft Task Order to issue to CONTRACTOR. The MTC PM may solicit feedback from CONTRACTOR to facilitate drafting the Task Order.

Step 2* – CONTRACTOR prepares a proposal in response to the draft Task Order. A draft Task Order, as included in this Agreement as Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference, shall be provided to CONTRACTOR for review and comment.

Step 3* – The MTC PM reviews CONTRACTOR's proposal to determine if it meets the objectives of the draft Task Order and if CONTRACTOR's proposed costs are reasonable. The MTC PM may solicit early feedback from the MTC Operation Section Director at this time, if necessary. Any changes to the draft Task Order deemed appropriate by MTC shall be incorporated in a draft Final Task Order.

Step 4* – The MTC PM forwards the draft Final Task Order to the MTC Contract Administrator for review and approval. Once approved, the MTC PM forwards two copies of the Task Order to the MTC Operation Section Director, for review and approval. The MTC Operation Section Director signs both copies of a Final Task Order to signify approval and returns them to the MTC PM.

Step 5 – The MTC PM sends both copies of the signed Final Task Order to CONTRACTOR, who signs both copies and returns one to the MTC PM.

Step 6 – The MTC PM sends one copy of the fully executed Task Order to the MTC or MTC Task Lead who initiates work, and sends another copy to MTC Finance to encumber funds against the Task Order. The MTC PM keeps the original fully-executed Task Order for the official project record.

Step 7 – Any services added to the Agreement by a Task Order shall be subject to all applicable conditions of the Agreement. Revisions to Task Orders shall require written approval by both the MTC Operation Section Director and CONTRACTOR. Revisions to Task Orders shall require written approval by both the MTC Operation Section Director and CONTRACTOR.

Step 8 – The MTC PM is responsible for overseeing the successful conclusion of the Task Order, and will manage the progress of the work, track invoices against the Task Order budget, and track milestone completion against the Task Order schedule.

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Step 9 – Once the MTC PM determines the Task Order is complete, the MTC PM will send written notification to CONTRACTOR that the Task Order is complete and that all associated invoices are due to MTC within 30 days. Any balance of budget is made available to spend on future task orders at the MTC PM's discretion.

Step 10 – The MTC PM will annually assess the need for a Contract audit.

**The MTC Project Manager may revise the Task Order and/or CONTRACTOR may be asked to revise the proposal based on feedback received during Steps 2 through 4.*

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ATTACHMENT A-2
Task Order Form

1. Task Order No. (include FY)	
2. Title of Task:	
3. MTC Task Lead (if different from MTC Project Manager):	
4. Description of work:	*Summarize key task expectations.* For more information, see attached Task Order Budget and Schedule and Detailed Description of Work (attached).
5. Original Maximum Payment:	
6. Amended Maximum Payment:	*Include each amendment to maximum payment, by amendment number, for particular fiscal year*.
7. Completion Date:	Date Schedule attached.
8. Payment terms:	*Check the one that applies (see below for more information):* ☐ Time and Materials ☐ Deliverables

9. Payment Terms [*complete A for Task Orders including one or more deliverables-based payments or B for Time and Materials Task Orders.*]

A. Deliverables-based.

	Deliverable	**Total Cost***
1.		$1
2.		$1
3.		$1
4.		$1
5.		$1
6.		$1
7.		$1
	Total:	$7.00

*Due upon satisfactory completion as determined by the MTC Project Manager.

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B. Time and Materials

Specify hourly rate for applicable personnel and include estimate of expenses.

	Personnel/Expense	Duties	Rate	Est. Hours	Total Cost
1.			$		$1
2.			$		$1
3.			$		$1
4.			$		$1
5.			$		$1
				Total:	**$5.00**

Activity	Lead	Estimated Amount Budgeted
		$1
		$1
		$1
		$1
		$1
		$1
	TOTAL MAXIMUM PAYMENT	$6.00

METROPOLITAN TRANSPORTATION COMMISSION

Melanie Crotty, Operation Section Director

Date:

CONTRACTOR

Insert name and title of authorized individual

Date:

J/Contract/MTC pathname

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Task Order Schedule

Deliverable/Milestone		Due Date
		Date

Detailed Description of Work

Task Order #: Title

1. Description of subtask 1.
Deliverable – deliverable name
2. Description of subtask 2.
Deliverable – deliverable name
3. Description of subtask 3.
Deliverable – deliverable name
4. Etc.

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ATTACHMENT B

Project Schedule

Task #	Work to be Performed/Deliverables (#)	Completion Date

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ATTACHMENT C

Compensation and Method of Payment

COST PLUS FIXED FEE

A. Compensation. CONTRACTOR shall be compensated for its work on a cost plus fixed fee basis in general conformance with the Cost and Price Analysis submitted with CONTRACTOR'S proposal, attached hereto as Attachment C-1, Cost and Price Analysis to Attachment C and incorporated herein by this reference, and within the Maximum Payment set forth in Article 3 of the Agreement. CONTRACTOR will be reimbursed by MTC for actual costs incurred for authorized and satisfactorily completed work and services rendered under this Agreement, plus a fixed fee, as provided below. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Costs. Subject to the aforesaid maximum, the estimated cost for the performance of the work under this Agreement is _____dollars ($___). Allowability of costs for shall be determined in accordance with 48 Code of Federal Regulations Part 31, or Office of Management and Budget Circular A-122, as applicable. CONTRACTOR shall use actual labor rates and a fixed overhead rate of insert rate of Direct Labor and Fringe Benefits. The services and costs of subcontractors, if any, shall be paid by CONTRACTOR and MTC shall have no obligation, financial or otherwise, to CONTRACTOR's subcontractors. Subcontractors' overhead rates shall be as specified in Attachment C-1. CONTRACTOR shall not be permitted to charge a mark up of subcontractors' costs unless agreed in writing by the MTC Project Manager.

C. Fixed Fee Payment. The fixed fee for work performed under this contract is _____dollars ($__).

(1) The fixed fee is included in the Maximum Payment set forth in Article 3. It is understood and agreed that the fixed fee sum is a fixed amount which cannot be exceeded because of any differences between estimated and actual costs of performing the work required by this Agreement, and in no event shall the total of payments to CONTRACTOR exceed the Maximum Payment set forth in Article 3, except by duly executed amendment.

(2) The fixed fee will be prorated and paid monthly in proportion to the percentage of work required under this Agreement that is satisfactorily completed as determined by MTC.

D. Monthly Payment. CONTRACTOR shall be paid by MTC on a monthly basis. CONTRACTOR shall submit an invoice to MTC within thirty (30) days after the end of each calendar month for which payment is sought covering work and services completed to the end of such month, not covered by previously submitted invoices. Invoices shall include an estimate of the percentage of work completed and shall identify the work for which payment is being requested, showing: (1) costs attributable to direct labor, including current and cumulative hours

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worked by key personnel (for support personnel, classifications may be shown in place of names) itemized by work task, if appropriate, with billing rates; (2) all other direct and indirect costs for which reimbursement is being requested; (3) items (1) and (2) for subcontractors; (4) the payable portion of the fixed fee sum; and (5) the amounts previously invoiced, the amount currently due, and the total amount paid or due, including this invoice. CONTRACTOR shall also attach to each invoice such receipts or other information as may reasonably be required by MTC. Invoices will be dated, numbered in serial order, and signed by CONTRACTOR.

E. Withheld Amounts and Final Payment. MTC shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC. Final payment of any balance due CONTRACTOR, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC of the reports and working papers which are required to be furnished under this Agreement, and after any post audit of contract costs which may be conducted by MTC. CONTRACTOR acknowledges that certain costs may be disallowed as a result of such a post audit.

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LABOR – HOUR

A. Compensation. CONTRACTOR shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment D, Key Personnel Assignment, attached hereto and incorporated herein by this reference, which include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. MTC will reimburse CONTRACTOR for all expenses deemed reasonable and necessary by MTC incurred by CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

D. Method of Payment. CONTRACTOR shall submit invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement.

E. Withheld Amounts and Final Payment. MTC shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC. Final payment of any balance due CONTRACTOR, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC of the reports and working papers which are required to be furnished under this Agreement, and after any post audit of contract costs which may be conducted by MTC. CONTRACTOR acknowledges that certain costs may be disallowed as a result of such a post audit.

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TASK ORDERS

A. Compensation. CONTRACTOR shall be compensated for its work as specified in signed Task Orders. All Task Orders shall be developed according to the process established in Attachment A-1, Task Order Process, attached hereto and incorporated herein, and should include, at a minimum, a completed form as shown in Attachment A-2, Task Order Form. Payment terms may be based on acceptance of agreed-upon deliverables or upon time and materials reimbursement, depending on the requirements of each Task Order. For time and materials-based payment of Task Orders, labor rates in Attachment D, Key Personnel Assignments, shall apply. The hourly rates in Attachment D include all applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC prior written authorization is obtained for any changes. In no event shall the total compensation to be paid CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. For time and materials Task Orders, MTC will reimburse CONTRACTOR for all expenses deemed reasonable and necessary by MTC incurred by CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

C. Method of Payment. CONTRACTOR shall submit invoices for services rendered no more frequently than on a monthly basis. Invoices shall identify work for which payment is requested by Task Order number (including fiscal year). All invoices will be dated, numbered in serial order, and signed by CONTRACTOR.

For Task Orders authorizing payment on the basis of satisfactory deliverables, CONTRACTOR shall specify each deliverable for which payment is requested, the amount requested, and the total amount paid to date under the Task Order.

For Task Orders authorizing time and materials payment, CONTRACTOR shall submit invoices for services rendered on a monthly basis, covering fees and expenses for a single calendar month. Each invoice shall specify the work performed, hours worked, and amount due (by personnel), authorized expenses (with receipts for such expenses), the total amount claimed under the invoice and the amount paid to date under the Task Order.

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ATTACHMENT D

Key Personnel Assignments

	Name	Rate/hour	Est. hours	Task Description
1.		$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

***** Applicable to development of payment provisions in amendments only.

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ATTACHMENT E

Insurance and Financial Security (Bond) Provisions

Property insurance is required for all contracts.

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subcontractors, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that CONTRACTOR's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, CONTRACTOR shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no

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employees. Should any bridge work require coverage for the United States Longshore Harbor Workers Act, CONTRACTOR agrees to furnish proof of insurance, if required.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than $1,000,000 combined single limit per occurrence with a general aggregate liability of not less than $2,000,000, and Personal & Advertising Injury liability with a limit of not less than $1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than $1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of $1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of $1,000,000 per claim.

The policy shall provide coverage for all work performed by CONTRACTOR and any work performed or conducted by any subcontractor/contractor working for or performing services on behalf of the CONTRACTOR. No contract or agreement between CONTRACTOR and any subcontractor/contractor shall relieve CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONTRACTOR and any subcontractor/contractor working on behalf of CONTRACTOR on the project.

6. Property Insurance. Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special

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Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

7. Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - $250,000; and (b) Client Property Blanket Bond - $250,000. CONTRACTOR shall reimburse MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any CONTRACTOR insurance policy that contains a deductible or self-insured retention, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of CONTRACTOR, subcontractor, subcontractor, or any of their employees, officers or directors, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, CONTRACTOR shall:

(1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;

(2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of

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adding all additional insureds; and

(3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of CONTRACTOR's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

2. FINANCIAL SECURITY (BONDS)

Concurrent with the execution and delivery of the Agreement and prior to the commencement of any work under the Agreement, CONTRACTOR has provided, and shall maintain in effect for the term of the Agreement unless otherwise specified herein, the following types of bonds as financial security for the Project:

1. Fidelity Bond. A fidelity bond providing coverage to MTC for the dishonest acts of the CONTRACTOR, its officers, directors, employees, agents, and subcontractors in an amount not less than $_____. If such bond contains a "conviction" clause, CONTRACTOR shall advise MTC of the existence of this clause. If the bond contains a deductible or self-insured retention, CONTRACTOR shall be solely responsible for the deductible or self-insured retention.

2. Performance Bond. A bond to guarantee the faithful performance of the Agreement in the amount of 100% of the total Agreement price.

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3. Payment Bond. A bond to guarantee payment of claims of laborers and materialmen/persons under subcontract to CONTRACTOR. Such bond shall be in the amount of 50% [Change to 100% for Public Works Projects] of the total Agreement price.

The Performance and Payment Bonds shall in no event be construed to cap, liquidate, or otherwise modify or limit the amount of damages payable by CONTRACTOR for breach of this Agreement.

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3. ADDITIONAL INSUREDS

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as MTC Indemnified Parties, pursuant to Article 9 of the Agreement.

California Department of Transportation

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ATTACHMENT G

Subcontractor List

	Name/Address of Subcontractor	Amount of Subcontract	Description of Work
1.			
2.			
3.			
4.			
5.			
6.			

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ATTACHMENT J-1
Public Works Payroll Reporting Form

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O																	
			S																	
			O																	
			S																	
			O																	
			S																	
			O																	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

– in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

– Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	(9) CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-1-131 (New 2-80)

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NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

- -

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

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ATTACHMENT J-2
Wage Determinations

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2
ISSUE DATE: August 22, 2003
EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Alameda, Los Angeles, San Francisco, San Mateo, and Santa Clara Counties.

		Employer Payments				Straight-Time		Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X[a]	Holiday 2 1/2X
Telecommunications Technician	28.50	2.79	0.93	3.28	-	8	35.50	49.75	78.25

[a] Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2A
ISSUE DATE: August 22, 2003
EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Contra Costa, Marin, Orange, and San Diego counties.

		Employer Payments				Straight-Time		Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X[a]	Holiday 2 1/2X
Telecommunications Technician	27.93	2.79	0.93	3.21	-	8	34.86	48.825	76.755

[a] Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday .

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TELECOMMUNICATIONS TECHNICIAN

DETERMINATION: C-422-X-1-2003-2B
ISSUE DATE: August 22, 2003
EXPIRATION DATE OF DETERMINATION: June 1, 2004* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within the Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba counties.

		Employer Payments				Straight-Time		Overtime Hourly Rate	
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holidays	Training	Hours	Total Hourly Rate	1 1/2X[a]	Holiday 2 1/2X
Telecommunications Technician	27.18	2.79	0.93	3.13	-	8	34.03	47.62	74.80

[a] Rate applies to work in excess of eight hours daily and for all hours over 40. Rate applies to all hours worked on Sunday.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASES FOR

ELECTRICAL UTILITY LINEMAN (C-61-X-3-2014-1)
LINEMAN, CABLE SPLICER
POWDERMAN
GROUNDMAN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

EXCEPT DEL NORTE, MODOC, AND SISKIYOU COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2014**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination, which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

ELECTRICAL UTILITY LINEMAN: LINEMAN, CABLE SPLICER

Determination C-61-X-3-2014-1 is currently in effect and expires on May 31, 2015**

Effective June 1, 2015, there will be an increase of $1.04 to the Basic Hourly Rate and $0.50 to Health and Welfare.
Effective January 1, 2016, there will be an increase of 0.25 to Health and Welfare.
Effective June 1, 2016, there will be an increase of $1.59 to the Basic Hourly Rate.
There are no further increases applicable to this determination.

ELECTRICAL UTILITY LINEMAN: POWDERMAN

Determination C-61-X-3-2014-1 is currently in effect and expires on May 31, 2015**

Effective June 1, 2015, there will be an increase of $0.93 to the Basic Hourly Rate and $0.50 to Health and Welfare.
Effective January 1, 2016, there will be an increase of 0.25 to Health and Welfare.
Effective June 1, 2016, there will be an increase of $1.42 to the Basic Hourly Rate.
There are no further increases applicable to this determination.

ELECTRICAL UTILITY LINEMAN: GROUNDMAN

Determination C-61-X-3-2014-1 is currently in effect and expires on May 31, 2015**

Effective June 1, 2015, there will be an increase of $0.63 to the Basic Hourly Rate and $0.50 to Health and Welfare.
Effective January 1, 2016, there will be an increase of 0.25 to Health and Welfare.
Effective June 1, 2016, there will be an increase of $0.97 to the Basic Hourly Rate.
There are no further increases applicable to this determination.

Issued August 22, 2014, Effective September 1, 2014 until superseded.

This page will be updated when wage rate information become available.
Lasted updated: September 1, 2014

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-3-2014-1
ISSUE DATE: August 22, 2014
EXPIRATION DATE OF DETERMINATION: May 31, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.
LOCALITY: All localities within the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc and Siskiyou - see page 2I)

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily 2X	Saturday 2X	Sunday and Holiday
# Lineman, Cable Splicer	$51.81	5.00	[a] 8.18	[b] 0.39	[e] 0.59	8	67.52	121.87	121.87	121.87
## Powderman	46.26	5.00	[a] 7.44	[b] 0.35	[e] 0.53	8	60.97	109.48	109.48	109.48
## Groundman	31.65	5.00	[a] 7.40	[b] 0.24	[e] 0.37	8	45.61	78.80	78.80	78.80

DETERMINATION: C-61-X-4-2015-1
ISSUE DATE: February 22, 2015
EXPIRATION DATE OF DETERMINATION: December 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.
LOCALITY: All localities within the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see page 2I. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties – see page 2A-1.

CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare	Pension	Vacation/ Holiday	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	$27.97	5.00	[a] 0.60	0.75	8	35.16	49.56	[c] 49.56	49.56
After 1 year	27.97	5.00	[a] 0.60	1.29	8	35.70	50.10	[c] 50.10	50.10
After 3 years	27.97	5.00	[a] 0.60	1.83	8	36.24	50.64	[c] 50.64	50.64
After 6 years	27.97	5.00	[a] 0.60	2.36	8	36.77	51.17	[c] 51.17	51.17
## Senior Technician [d]	18.09	5.00	[a] 0.60	0.49	8	24.72	34.04	[c] 34.04	34.04
After 1 year	18.09	5.00	[a] 0.60	0.84	8	25.07	34.39	[c] 34.39	34.39
After 3 years	18.09	5.00	[a] 0.60	1.19	8	25.42	34.74	[c] 34.74	34.74
After 6 years	18.09	5.00	[a] 0.60	1.53	8	25.76	35.08	[c] 35.08	35.08
## Pole Treatment Journeyman	24.99	5.00	[a] 0.60	0.67	8	32.01	44.88	[c] 44.88	44.88
After 1 year	24.99	5.00	[a] 0.60	1.15	8	32.49	45.36	[c] 45.36	45.36
After 3 years	24.99	5.00	[a] 0.60	1.63	8	32.97	45.84	[c] 45.84	45.84
After 6 years	24.99	5.00	[a] 0.60	2.11	8	33.45	46.32	[c] 46.32	46.32
## Pole Restoration and Treatment [d] Technician (First 6 months)	14.00	5.00	[a] 0.60	0.38	8	20.40	27.61	[c] 27.61	27.61
Technician (After 6 months)	14.33	5.00	[a] 0.60	0.39	8	20.75	28.13	[c] 28.13	28.13

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.
Indicates a non-apprenticeable craft.
[a] In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.
[b] This amount is factored at the applicable overtime rate.
[c] Saturdays may be scheduled as a make-up day at the regular straight time rate.
[d] The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.
[e] Includes $0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-8-2014-1
ISSUE DATE: February 22, 2014
EXPIRATION DATE OF DETERMINATION: January 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY: All localities within Del Norte, Modoc and Siskiyou counties.

		Employer Payments				Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday and Holiday 2X
Lineman, Heavy Line Equipment man, Certified Lineman Welder, Pole Sprayer	$46.87	5.40	[a]9.76	[b]0.47	[c]0.13	8	62.63	[d]87.065	[e]87.065	111.50
Cable Splicer	52.49	5.40	[a]9.92	[b]0.52	[c]0.14	8	68.47	[d]95.825	[e] 95.825	123.18
Line Equipment Man	40.31	5.40	[a]6.36	[b]0.40	[c]0.11	8	52.58	[d]73.59	[e] 73.59	94.60
Powderman	35.15	5.30	[a]5.75	[b]0.35	[c]0.10	8	46.65	[d]64.97	[e]64.97	83.29
Groundman	31.31	5.30	[a]5.64	[b]0.31	[c]0.09	8	42.65	[d]58.97	[e]58.97	75.29
Pole Sprayer Trainee										
First six months	40.17	5.30	[a]5.91	[b]0.40	[c]0.11	8	51.89	[d]72.83	[e]72.83	93.77
Second six months	42.09	5.30	[a]5.96	[b]0.42	[c]0.12	8	53.89	[d]75.83	[e]75.83	97.77
Third six months	43.50	5.30	[a]6.01	[b]0.44	[c]0.12	8	55.37	[d]78.05	[e]78.05	100.73

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

[a] Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Board. This amount is factored at the applicable overtime rate. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

[b] This amount is factored at the applicable overtime rate.

[c] This amount includes $0.01 for the National Labor-Management Cooperation Committee, and the remainder of the amount is for the Administrative Maintenance Fund. This amount (AMF) is factored at the applicable overtime rate.

[d] Applies to the first 2 hours of overtime on a regular workday. All hours in excess of 10 hours will be paid at the double time rate.

[e] Applies to the first 8 hours on Saturday. All hours in excess of 8 hours on Saturday will be paid the Sunday and Holiday double time rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: ELECTRICAL UTILITY LINEMAN

DETERMINATION: C-61-X-5-2013-1
ISSUE DATE: February 22, 2013
EXPIRATION DATE OF DETERMINATION: December 31, 2013* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.
LOCALITY: All localities within Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties.

		Employer Payments			Straight-Time		Overtime Hourly Rate		
CLASSIFICATION (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Hours	Total Hourly Rate	Daily 1½X	Saturday 1½X	Sunday/ Holiday 1½X
## Pole Restoration Journeyman	$26.11	5.00	[a]0.60	-	8	32.49	45.94	[c]45.94	45.94
After 6 Months	$26.11	5.00	[a]0.60	1.21	8	33.70	47.145	[c]47.145	47.145
After 3 years	$26.11	5.00	[a]0.60	1.86	8	34.35	47.795	[c]47.795	47.795
After 6 years	$26.11	5.00	[a]0.60	2.21	8	34.70	48.145	[c]48.145	48.145
## Senior Technician [d]	16.89	5.00	[a]0.60	-	8	23.00	31.70	[c]31.70	31.70
After 6 Months	16.89	5.00	[a]0.60	0.78	8	23.78	32.48	[c]32.48	32.48
After 3 years	16.89	5.00	[a]0.60	1.20	8	24.20	32.90	[c]32.90	32.90
After 6 years	16.89	5.00	[a]0.60	1.43	8	24.43	33.13	[c]33.13	33.13
## Pole Treatment Journeyman	23.33	5.00	[a]0.60	-	8	29.63	41.645	[c]41.645	41.645
After 6 Months	23.33	5.00	[a]0.60	1.08	8	30.71	42.725	[c]42.725	42.725
After 3 years	23.33	5.00	[a]0.60	1.66	8	31.29	43.305	[c]43.305	43.305
After 6 years	23.33	5.00	[a]0.60	1.97	8	31.60	43.615	[c]43.615	43.615
## Pole Restoration and Treatment [d]									
Technician (First 6 months)	13.07	5.00	[a]0.60	0.60	8	19.66	26.39	[c]26.39	26.39
Technician (After 6 months)	13.38	5.00	[a]0.60	0.62	8	20.00	26.89	[c]26.89	26.89
Technician (After 3 Years)	13.38	5.00	[a]0.60	0.95	8	20.33	27.22	[c]27.22	27.22
Technician (After 6 Years)	13.38	5.00	[a]0.60	1.13	8	20.51	27.40	[c]27.40	27.40

Indicates a non-apprenticeable craft.
[a] In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.
[b] This amount is factored at the applicable overtime rate.
[c] Saturdays may be scheduled as a make-up day at the regular straight time rate.
[d] The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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STATE OF CALIFORNIA EDMUND G. BROWN JR., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS
(Determination NC-23-102-1-2015-1)

LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)
(Determination NC-23-102-1-2015-1A)

IN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

These predetermined increases apply to the above referenced determinations for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination that was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORERS: All Classifications, and All Shifts

Determinations NC-23-102-1-2015-1 and NC-23-102-1-2015-1A are currently in effect and expire on June 28, 2015**.

Effective June 29, 2015, there will be an increase of $1.40 to be allocated to wages and/or fringes.
Effective June 27, 2016, there will be an increase of $1.50 to be allocated to wages and/or fringes.
Effective June 26, 2017, there will be an increase of $1.60 to be allocated to wages and/or fringes.
Effective June 25, 2018, there will be an increase of $1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 2/22/2015, Effective 3/4/2015 until superseded.

This page will updated when wage rate breakdown information becomes available.
Last Updated: March 4, 2015

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: NC-23-102-1-2015-1
ISSUE DATE: February 22, 2015
EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.

		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[g]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours[f]	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	29.09	6.84	10.10	2.63	0.41	0.22	8	49.29	63.835	63.835	78.38
Group 1; Group 1(B)[e]	28.39	6.84	10.10	2.63	0.41	0.22	8	48.59	62.785	62.785	76.98
Group 1 (A)	28.61	6.84	10.10	2.63	0.41	0.22	8	48.81	63.115	63.115	77.42
Group 1 (C)	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Group 1 (E)	28.94	6.84	10.10	2.63	0.41	0.22	8	49.14	63.61	63.61	78.08
Group 1 (F-1)	28.97	6.84	10.10	2.63	0.41	0.22	8	49.17	63.655	63.655	78.14
Group 1 (F-2)	27.99	6.84	10.10	2.63	0.41	0.22	8	48.19	62.185	62.185	76.18
Group 1 (G)	28.59	6.84	10.10	2.63	0.41	0.22	8	48.79	63.085	63.085	77.38
Group 2	28.24	6.84	10.10	2.63	0.41	0.22	8	48.44	62.56	62.56	76.68
Group 3; Group 3(A)	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48
Group 4; Group 6(B)	21.83	6.84	10.10	2.63	0.41	0.22	8	42.03	52.945[d]	52.945[d]	63.86[d]
Group 6	29.35	6.84	10.10	2.63	0.41	0.22	8	49.55	64.225	64.225	78.90
Group 6 (A)	28.85	6.84	10.10	2.63	0.41	0.22	8	49.05	63.475	63.475	77.90
Group 6 (C)	28.26	6.84	10.10	2.63	0.41	0.22	8	48.46	62.59	62.59	76.72
Group 7 – Stage 1 (1st 6 months)	19.70	6.84	10.10	2.63	0.41	0.22	8	39.90	49.75	49.75	59.60
Stage 2 (2nd 6 months)	22.51	6.84	10.10	2.63	0.41	0.22	8	42.71	53.965	53.965	65.22
Stage 3 (3rd 6 months)	25.33	6.84	10.10	2.63	0.41	0.22	8	45.53	58.195	58.195	70.86
AREA 2[c]											
Construction Specialist	28.09	6.84	10.10	2.63	0.41	0.22	8	48.29	62.335	62.335	76.38
Group 1; Group 1(B)[e]	27.39	6.84	10.10	2.63	0.41	0.22	8	47.59	61.285	61.285	74.98
Group 1 (A)	27.61	6.84	10.10	2.63	0.41	0.22	8	47.81	61.615	61.615	75.42
Group 1 (C)	27.44	6.84	10.10	2.63	0.41	0.22	8	47.64	61.36	61.36	75.08
Group 1 (E)	27.94	6.84	10.10	2.63	0.41	0.22	8	48.14	62.11	62.11	76.08
Group 1 (F-1)	27.97	6.84	10.10	2.63	0.41	0.22	8	48.17	62.155	62.155	76.14
Group 1 (F-2)	26.99	6.84	10.10	2.63	0.41	0.22	8	47.19	60.685	60.685	74.18
Group 2	27.24	6.84	10.10	2.63	0.41	0.22	8	47.44	61.06	61.06	74.68
Group 3; Group 3(A)	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48
Group 4; Group 6(B)	20.83	6.84	10.10	2.63	0.41	0.22	8	41.03	51.445[d]	51.445[d]	61.86[d]
Group 6	28.35	6.84	10.10	2.63	0.41	0.22	8	48.55	62.725	62.725	76.90
Group 6 (A)	27.85	6.84	10.10	2.63	0.41	0.22	8	48.05	61.975	61.975	75.90
Group 6 (C)	27.26	6.84	10.10	2.63	0.41	0.22	8	47.46	61.09	61.09	74.72
Group 7 – Stage 1 (1st 6 months)	19.00	6.84	10.10	2.63	0.41	0.22	8	39.20	48.70	48.70	58.20
Stage 2 (2nd 6 months)	21.71	6.84	10.10	2.63	0.41	0.22	8	41.91	52.765	52.765	63.62
Stage 3 (3rd 6 months)	24.43	6.84	10.10	2.63	0.41	0.22	8	44.63	56.845	56.845	69.06

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

g ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

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DETERMINATION: NC-23-102-1-2015-1 and NC-23-102-1-2015-1A

CONSTRUCTION SPECIALIST
ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH LABORER'S WORK
MASONRY AND PLASTER TENDER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE (AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY ONLY, USE GROUP 1 (G) FOR SOME OF THE FOLLOWING CLASSIFICATIONS)
ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE TAMPERS
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL WORKER
CERTIFIED HAZARDOUS WASTE WORKER (INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½ YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS, ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER, 100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS (APPLYING MEANS APPLYING DIPPING, OR HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING, TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS, INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY) AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS, DOORS, PLUMBING AND ELECTRIC FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE INSTALLATION, BURSTING, RELINING, OR SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA CONTROLLER
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)
ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER & EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF METHOD USED FOR LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
MECHANICAL PIPE LAYER-ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES
SEWER CLEANERS (ANY WORKMEN WHO HANDLE OR COME IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS) SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHALL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.

GROUP 1 (C)
BURNING AND WELDING IN CONNECTION WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING

GROUP 1 (D)
SEE FOOTNOTE A ON PAGE 49

GROUP 1 (E)
WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS (DEEP FOOTINGS IS A HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15) FEET DEEP OF ANY TYPE

GROUP 1 (F-1)
ALIGNER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (F-2)
ALIGNER HELPER OF WIRE WINDING MACHINE IN CONNECTION WITH GUNITING OR SHOT CRETE

GROUP 1 (G) APPLIES ONLY TO WORK IN CONTRA COSTA COUNTY
PIPELAYERS (INCLUDING GRADE CHECKING IN CONNECTION WITH PIPELAYING), CAULKERS, BANDERS, PIPEWRAPPERS, CONDUIT LAYERS, PLASTIC PIPE LAYER, PRESSURE PIPE TESTER, NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS, PRECAST MANHOLE SETTERS, CAST IN PLACE MANHOLE FORM SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)
SEE FOOTNOTE A ON PAGE 49

GROUP 2
ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING WORK)
CONCRETE BUCKET DUMPER AND CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER (ONE CHUCKTENDER ON SINGLE MACHINE OPERATION WITH MINIMUM OF ONE CHUCKTENDER FOR EACH TWO MACHINES ON MULTIPLE MACHINE OPERATION. JACKHAMMERS IN NO WAY INVOLVED IN THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE)
LOADING AND UNLOADING, CARRYING AND HANDLING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) – SEE ALSO SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3
CONSTRUCTION LABORERS INCLUDING BRIDGE LABORERS, GENERAL LABORERS AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND LANDSCAPE LABORERS (SEE GROUP 4, FOR LANDSCAPE MAINTENANCE ON NEW CONSTRUCTION DURING PLANT ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES) AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS
TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF VEHICLES, WHEN IN CONJUNCTION WITH LABORER'S DUTIES)

GROUP 4
ALL FINAL CLEANUP OF DEBRIS, GROUNDS AND BUILDINGS NEAR THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO STREET CLEANERS (NOT APPLICABLE TO ENGINEERING OR HEAVY HIGHWAY PROJECTS)
CLEANING AND WASHING WINDOWS (NEW CONSTRUCTION ONLY), SERVICE LANDSCAPE LABORERS (SUCH AS GARDENER, HORTICULTURE, MOWING, TRIMMING, REPLANTING, WATERING DURING PLANT ESTABLISHMENT PERIOD) ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR LANDSCAPE MAINTENANCE WORK AFTER THE PLANT ESTABLISHMENT PERIOD OR WARRANTY PERIOD IS PUBLISHED ON PAGE 57 OF THESE GENERAL DETERMINATIONS.

GROUP 6
STRUCTURAL NOZZLEMAN

GROUP 6 (A)
NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES
GUNITE TRAINEE (ONE GUNITE LABORER SHALL BE ALLOWED FOR EACH THREE (3) JOURNEYMAN (GROUP 6, 6A, 6C, OR GENERAL LABORER) ON A CREW. IN THE ABSENCE OF THE JOURNEYMAN, THE GUNITE TRAINEE RECEIVES THE JOURNEYMAN SCALE.).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

GROUP 6 (C)
REBOUNDMAN

GROUP 7
LANDSCAPE LABORER TRAINEE (RATIO FOR TRAINEES IS ONE IN THREE. AT LEAST ONE SECOND PERIOD TRAINEE AND AT LEAST ONE THIRD PERIOD TRAINEE MUST BE EMPLOYED BEFORE EMPLOYING ANOTHER FIRST PERIOD TRAINEE).
NOTE: THIS RATIO APPLIES ONLY TO WORK ON THE SAME JOB SITE.

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)

DETERMINATION: NC-23-102-1-2015-1A
ISSUE DATE: February 22, 2015
EXPIRATION DATE OF DETERMINATION: JUNE 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director-Research Unit for specific rates at (415) 703-4774.
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		Employer Payments					Straight-Time		Overtime Hourly Rate		
Classification[a] (Journeyperson)	Basic Hourly Rate[f]	Health and Welfare	Pension	Vacation and Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday[b] 1 1/2X	Sunday/ Holiday 2X
AREA 1[c]											
Construction Specialist	32.09	6.84	10.10	2.63	0.41	0.22	8	52.29	68.335	68.335	84.38
Group 1; Group 1(B)[e]	31.39	6.84	10.10	2.63	0.41	0.22	8	51.59	67.285	67.285	82.98
Group 1 (A)	31.61	6.84	10.10	2.63	0.41	0.22	8	51.81	67.615	67.615	83.42
Group 1 (C)	31.44	6.84	10.10	2.63	0.41	0.22	8	51.64	67.36	67.36	83.08
Group 1 (E)	31.94	6.84	10.10	2.63	0.41	0.22	8	52.14	68.11	68.11	84.08
Group 1 (F-1)	31.97	6.84	10.10	2.63	0.41	0.22	8	52.17	68.155	68.155	84.14
Group 1 (F-2)	30.99	6.84	10.10	2.63	0.41	0.22	8	51.19	66.685	66.685	82.18
Group 1 (G)	31.59	6.84	10.10	2.63	0.41	0.22	8	51.79	67.585	67.585	83.38
Group 2	31.24	6.84	10.10	2.63	0.41	0.22	8	51.44	67.06	67.06	82.68
Group 3; Group 3(A)	31.14	6.84	10.10	2.63	0.41	0.22	8	51.34	66.91	66.91	82.48
Group 4; Group 6(B)	24.83	6.84	10.10	2.63	0.41	0.22	8	45.03	57.445[d]	57.445[d]	69.86[d]
Group 6	32.35	6.84	10.10	2.63	0.41	0.22	8	52.55	68.725	68.725	84.90
Group 6 (A)	31.85	6.84	10.10	2.63	0.41	0.22	8	52.05	67.975	67.975	83.90
Group 6 (C)	31.26	6.84	10.10	2.63	0.41	0.22	8	51.46	67.09	67.09	82.72
Group 7 – Stage 1 (1st 6 months)	22.70	6.84	10.10	2.63	0.41	0.22	8	42.90	54.25	54.25	65.60
Stage 2 (2nd 6 months)	25.51	6.84	10.10	2.63	0.41	0.22	8	45.71	58.465	58.465	71.22
Stage 3 (3rd 6 months)	28.33	6.84	10.10	2.63	0.41	0.22	8	48.53	62.695	62.695	76.86
AREA 2[c]											
Construction Specialist	30.94	6.84	10.10	2.63	0.41	0.22	8	51.14	66.61	66.61	82.08
Group 1; Group 1(B)[e]	30.24	6.84	10.10	2.63	0.41	0.22	8	50.44	65.56	65.56	80.68
Group 1 (A)	30.46	6.84	10.10	2.63	0.41	0.22	8	50.66	65.89	65.89	81.12
Group 1 (C)	30.29	6.84	10.10	2.63	0.41	0.22	8	50.49	65.635	65.635	80.78
Group 1 (E)	30.79	6.84	10.10	2.63	0.41	0.22	8	50.99	66.385	66.385	81.78
Group 1 (F-1)	30.82	6.84	10.10	2.63	0.41	0.22	8	51.02	66.43	66.43	81.84
Group 1 (F-2)	29.84	6.84	10.10	2.63	0.41	0.22	8	50.04	64.96	64.96	79.88
Group 2	30.09	6.84	10.10	2.63	0.41	0.22	8	50.29	65.335	65.335	80.38
Group 3; Group 3(A)	29.99	6.84	10.10	2.63	0.41	0.22	8	50.19	65.185	65.185	80.18
Group 4; Group 6(B)	23.68	6.84	10.10	2.63	0.41	0.22	8	43.88	55.72[d]	55.72[d]	67.56[d]
Group 6	31.20	6.84	10.10	2.63	0.41	0.22	8	51.40	67.00	67.00	82.60
Group 6 (A)	30.70	6.84	10.10	2.63	0.41	0.22	8	50.90	66.25	66.25	81.60
Group 6 (C)	30.11	6.84	10.10	2.63	0.41	0.22	8	50.31	65.365	65.365	80.42
Group 7 – Stage 1 (1st 6 months)	21.85	6.84	10.10	2.63	0.41	0.22	8	42.05	52.975	52.975	63.90
Stage 2 (2nd 6 months)	24.56	6.84	10.10	2.63	0.41	0.22	8	44.76	57.04	57.04	69.32
Stage 3 (3rd 6 months)	27.28	6.84	10.10	2.63	0.41	0.22	8	47.48	61.12	61.12	74.76

PLEASE GO TO PAGE 50 FOR CLASSIFICATIONS WITHIN EACH GROUP

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP. TO OBTAIN ANY APPRENTICE WAGE RATES AS OF JULY 1, 2008 AND PRIOR TO SEPTEMBER 27, 2012, PLEASE CONTACT THE DIVISION OF APPRENTICESHIP STANDARDS OR REFER TO THE DIVISION OF APPRENTICESHIP STANDARDS' WEBSITE AT HTTP://WWW.DIR.CA.GOV/DAS/DAS.HTML.

a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE $0.25 PER PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE $0.25 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

b SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

c **AREA 1** - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

AREA 2 - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES.

d SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 50 FOR DETAILS.

f ZONE PAY AT THREE DOLLARS ($3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISIONS FOR MAP DESCRIPTION AND EXCEPTIONS.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. HOLIDAY PROVISIONS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT HTTP://WWW.DIR.CA.GOV/OPRL/PWD. TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR – RESEARCH UNIT AT (415) 703-4774.

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STATE OF CALIFORNIA EDMUND G. BROWN, JR., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

PREDETERMINED INCREASE FOR

TRAFFIC CONTROL/LANE CLOSURE (LABORER) (NC-23-102-13-2015-1) AND PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER) (NC-23-102-13-2015-1A)

IN ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN[1], SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE[1], YOLO[1], AND YUBA COUNTIES.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2015**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

TRAFFIC CONTROL/LANE CLOSURE (LABORER) and PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

Determinations NC-23-102-13-2015-1 and NC-23-102-13-2015-1A are currently in effect and expires on June 28, 2015**.

Effective June 29, 2015, there will be an increase of $1.40 to be allocated to wages and/or fringes.

Effective June 27, 2016, there will be an increase of $1.50 to be allocated to wages and/or fringes.

Effective June 26, 2017, there will be an increase of $1.60 to be allocated to wages and/or fringes.

Effective June 25, 2018, there will be an increase of $1.65 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 2/22/2015, Effective 3/4/2015 until superseded.

[1] County not covered by Parking And Highway Improvement Painter (Laborer) - Striper And Related Classifications.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2015

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TRAFFIC CONTROL/LANE CLOSURE (LABORER) [h]
AND
PARKING AND HIGHWAY IMPROVEMENT PAINTER (LABORER)

DETERMINATION: NC-23-102-13-2015-1
ISSUE DATE: February 22, 2015
EXPIRATION DATE OF DETERMINATION: June 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments: Health and Welfare [e]	Pension [a]	Vacation and Holiday [b]	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily [f] 1 1/2X	Saturday [c f] 1 1/2X	Sunday And Holiday [g]
TRAFFIC CONTROL AND RELATED CLASSIFICATIONS											
AREA 1 [d]											
Traffic Control Person I	28.44	6.84	10.10	2.63	0.41	0.22	8	48.64	62.86	62.86	77.08
Traffic Control Person II	25.94	6.84	10.10	2.63	0.41	0.22	8	46.14	59.11	59.11	72.08
Flag Person	28.14	6.84	10.10	2.63	0.41	0.22	8	48.34	62.41	62.41	76.48
AREA 2 [d]											
Traffic Control Person I	27.44	6.84	10.10	2.63	0.41	0.22	8	47.64	61.36	61.36	75.08
Traffic Control Person II	24.94	6.84	10.10	2.63	0.41	0.22	8	45.14	57.61	57.61	70.08
Flag Person	27.14	6.84	10.10	2.63	0.41	0.22	8	47.34	60.91	60.91	74.48

DETERMINATION: NC-23-102-13-2015-1A
ISSUE DATE: February 22, 2015
EXPIRATION DATE OF DETERMINATION: June 28, 2015** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, and Yuba Counties.

STRIPER AND RELATED CLASSIFICATIONS

Classification (Journeyperson)	Basic Hourly Rate	Employer Payments: Health [d] and Welfare	Pension [a]	Vacation and Holiday [b]	Training	Other Payments	Straight-Time Hours	Total Hourly Rate	Overtime Hourly Rate: Daily [f] 1 1/2X	Saturday [c f] 1 1/2X	Sunday and Holiday [g]
Group 1	31.85	6.84	9.14	2.48	0.39	0.19	8	50.89	66.815	66.815	82.74
Group 2	30.35	6.84	9.14	2.48	0.39	0.19	8	49.39	64.565	64.565	79.74
Group 3	28.60	6.84	9.14	2.48	0.39	0.19	8	47.64	61.94	61.94	76.24
Group 4	26.50	6.84	9.14	2.48	0.39	0.19	8	45.54	58.79	58.79	72.04

Group 1
Traffic Striping Applicator

Group 2
Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Markings Applicator
Decorative Asphalt Surfacing Applicator

Group 3
Traffic Surface Abrasive Blaster
Pot Tender

Group 4
Parking Lots, Game Courts & Playground Striping Applicator
Decorative Asphalt Surfacing Laborer

Footnotes are listed on page 44A

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Determination: NC-23-102-13-2015-1 and NC-23-102-13-2015-1A

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at http://www.dir.ca.gov/das/das.html.

a Includes an amount for the Annuity Trust Fund.

b Includes an amount for Supplemental Dues

c Saturdays or scheduled sixth (6th) consecutive work day in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the employer.

d **AREA 1** - Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara Counties.
AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.

e Includes an amount for Retiree Health & Welfare

f One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.

g Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked, or Sundays and holidays.

h The rates of the Laborer classifications for the craft of Traffic Control/Lane Closure (Laborer) do not apply to traffic control work associated with parking and highway improvement projects in San Joaquin, Tuolumne, and Yolo Counties. For traffic control work associated with parking and highway improvement projects in these three counties, the minimum rate of pay is that of the Painter classifications for the craft of Parking and Highway Improvement Painter (Painter).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

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APPENDIX G: INSURANCE REQUIREMENTS

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

Yes (√)	**Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC's notice to Contractor that it wishes to contract with the Contractor.**
___	Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than $1,000,000 per employee and $1,000,000 per accident, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.
___	Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than $1,000,000 combined single limit per occurrence with a general aggregate liability of not less than $2,000,000, and Personal & Advertising Injury liability with a limit of not less than $1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC. MTC and _____, and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
___	Business Automobile Insurance for all automobiles owned (if any), used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than $1,000,000 combined single limit per accident.
___	Umbrella Insurance in the amount of $10,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.
___	Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of $1,000,000 per claim. The policy shall provide coverage for all work performed by CONTRACTOR and any work performed or conducted by any subcontractor/contractor working for or performing services on behalf of the CONTRACTOR. No contract or agreement between

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	CONTRACTOR and any subcontractor/contractor shall relieve CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by CONTRACTOR and any subcontractor/contractor working on behalf of CONTRACTOR on the project.
___	Property Insurance. Property Insurance covering CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.
___	Employee Dishonesty/Crime Insurance. An Employee Dishonesty insurance policy covering CONTRACTOR's employees for loss of or damage to money, securities or other property resulting from theft. The following limits of liability should apply: (a) Employee Dishonesty - $250,000; and (b) Client Property Blanket Bond - $250,000. CONTRACTOR shall reimburse MTC for any and all losses within the deductible, for insured losses, the cost to prove the loss, accountants' fees, defense costs including attorneys' fees and any other fees associated with a claim. In lieu of a Client Property Blanket Bond, the policy shall contain a Joint Loss Payee endorsement or other Third Party coverage naming MTC.
___	

MTC, _____ and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.

All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A-VIII or better.

Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC seeks coverage as an additional insured under any Contractor insurance policy that contains a deductible or self-insured retention, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Contractor, subcontractor, subcontractor, or any of their employees, officers or directors, even if Contractor or subcontractor is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence")

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basis, then in addition to the coverage requirements above, Contractor shall:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Contractor's personnel, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. Contractor must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Contractor shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC's notice to Contractor that it wishes to contract with the Contractor.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC's attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.

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APPENDIX H: BONDS TO ACCOMPANY CONTRACT

ANNUALLY RENEWABLE PAYMENT BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission has awarded to

_____

_____
as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and Contractorly bound unto the Metropolitan Transportation Commission in the sum of _____dollars ____ ($_____), said sum being 100% of the estimated amount payable by the said the Metropolitan Transportation Commission under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, Contractorly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,
That if Contractor, his or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the surety hereon will pay for the same, in an amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is effective _____ and annually renewable, with renewal automatic unless ninety (90) days prior to renewal Metropolitan Transportation Commission receives written formal notice by registered mail from the surety of its intent not to renew.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A.D., 2015.

_____
Contractor

_____
Surety

[SEAL]

_____
Attorney in Fact

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ANNUALLY RENEWABLE PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission ("MTC") has awarded to

_____

as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We, the undersigned Contractor and Surety, are held and Contractorly bound unto MTC, in the sum of _____dollars ($_____), to be paid to MTC or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, Contractorly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MTC, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

This bond is effective _____ and annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A.D., 2015.

_____
Contractor

_____
Surety

_____
Attorney in Fact

[SEAL]

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APPENDIX I: Caltrans Information Technologies Policies

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DEPUTY DIRECTIVE

Number: 54R

Refer to Director's Policy: 17R, Information Technology

Effective Date: April 30, 2001

Supersedes: DD-54

TITLE Information Technology Use Standards

POLICY

All access to and use of the California Department of Transportation's (Caltrans) Information Technology (IT) network, Internet, and Intranet connections will be governed by the Caltrans Computer Network and Internet Access Guidelines as published by Headquarters Information Technology (HQ-IT).

DEFINITION/ BACKGROUND

Caltrans HQ-IT has established connections to the Internet via the services of the Caltrans HQ-IT Wide Area Network. This access allows Caltrans users to connect to all the services of the Internet from the browser client installed on their assigned workstation. Additionally, Caltrans HQ-IT has installed and maintains internal web services that are available only to its internal network users. The effectiveness of the departmental computing environment and shared information resources depends on the responsible behavior of all authorized users, managers, and administrators of these resources.

RESPONSIBILITIES

The Director of Caltrans and the Chief Information Officer (CIO) are responsible for the development of appropriate use guidelines for IT.

Deputy Directors, District Directors, Division Chiefs (including Program Manager), Office Chiefs, all District, Program and Traffic Management Center managers and supervisors will direct their staff to observe and adhere to the attached guidelines.

All Caltrans employees, contractors, and vendors have a responsibility to understand and follow the acceptable usage guidelines and seek guidance in areas for which policy and procedural clarification is needed.

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APPLICABILITY

This Directive will apply to all users of Caltrans computers, network systems and/or Internet/Intranet services regardless of their physical location or the entity to which they are assigned.

GILBERT TAFOYA
Acting Chief Information Officer

April 30, 2001
Date Signed

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Department of Transportation
Computer Network and Internet Access Guidelines

(Attachment to DD-54R)

Disclaimer

The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Additionally, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk and the Department of Transportation (Department) is not responsible for material viewed or downloaded by users from the Internet. To minimize these risks, users of the Internet at Caltrans are governed by the following guidelines:

Permitted Use of the Internet and The Department Computer Network

The computer network is the property of the Department and is to be used for legitimate business purposes consistent with Bargaining Unit Memoranda of Understanding (MOUs). Users are provided access to the computer network to assist them in the performance of their jobs. Additionally, users may also be provided with access to the Internet through the computer network. All users have a responsibility to use The Department computer resources and the Internet in a professional, lawful and ethical manner. Abuse of the computer network or the Internet may result in disciplinary action, including possible termination, and civil and/or criminal liability.

Computer Network Use Limitations

Prohibited Activities. Without prior written permission from the Department's Chief Information Officer (CIO) or his/her designee, the Department computer network may not be used to disseminate, view, or store personal advertisements, solicitations, promotions, destructive code (e.g., viruses, trojan horse programs, etc.) or any other unauthorized materials.

Illegal Copying. Users may not copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material that can be downloaded or copied. Users may not agree to a license or download any material for which a fee is charged without first obtaining the express written permission of their manager.

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Communication of Trade Secrets. Unless expressly authorized by the Users' Branch Chief or their designee, users are prohibited from sending, transmitting, or otherwise distributing proprietary information, data, trade secrets or other confidential information belonging to The Department, its vendors or contractors. Unauthorized dissemination of such material may result in severe disciplinary action, as well as substantial civil and criminal penalties under state and federal Economic Espionage laws.

Duty Not to Waste or Damage Computer Resources

Accessing the Internet. To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to Caltrans network must do so through an approved Internet firewall or other security device. Bypassing Caltrans computer network security by accessing the Internet directly via modem or other means is strictly prohibited unless the computer you are using is not connected to the Caltrans network.

Frivolous Use. Computer resources are not unlimited. Network bandwidth and storage capacity has finite limits, and all users connected to the network have a responsibility to conserve these resources. As such, the user must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, uploading or downloading large files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.

Virus detection. Files obtained from sources outside Caltrans, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the Caltrans computer network. Users should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Caltrans sources, without first scanning the material with Caltrans-approved virus checking software. If you suspect that a virus has been introduced into the Caltrans network, notify Information Technology Programs' desktop support immediately.

No Expectation of Privacy. Employees are provided computers and Internet access to assist them in the performance of their jobs. With the exception of certain privileges relating to confidentiality ("Privilege Exception"), employees should have no expectation of privacy in anything they create, tore, send or receive using Department equipment. The computer network is the property of the Department and may be used only for Department purposes. The Department reserves the right to access and review all materials created, stored, sent or received by the user through any Departmental computer, network or Internet connection. The Department also reserves the right to monitor and log any and all aspects of its computer system including, but not limited to,

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monitoring Internet sites visited by users, monitoring chat and newsgroups, monitoring file downloads, and all communications sent and received by users. Finally, the Department reserves the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

Privilege Exception. The foregoing would not apply to confidential communications protected by certain recognized privileges (e.g., attorney/client privilege) and which are created for legitimate state business purposes.

Notice to Users

Users will be informed of their responsibility to comply with the policies governing use of the Caltrans computer network via warning banners that have been placed ubiquitously on all network connection devices. These warnings will inform all users that their access to the network is subject to monitoring and that connection to, and use of, the system implies consent to monitoring and agreement to abide by the rules posted on the Information Security and Operational Recovery web site and published in the Information Security Manual.

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Deputy Directive

Number: DD-55-R2

Refer to Director's Policy: DP-02-R2 Ethics
DP-06 Caltrans Partnerships
DP-17-R1 Information Technology
DD-89 Security of Portable Computing Devices

Effective Date: May 2008

Supersedes: DD-55-R1 (04/16/07)

TITLE Management of Information Assets and Records

POLICY

The California Department of Transportation (Department) managers and staff are accountable for the cost, effective management, maintenance, confidentiality, integrity, protection, and availability of the Department's Information Assets and Records (IARs).

DEFINITION/BACKGROUND

Confidential Information: Information maintained by State agencies that is exempt from disclosure under the provisions of the California Public Records Act (CPRA), Government Code (GC) Sections 6250-6265, or other applicable State or federal laws.

Custodian of Information: An employee or organizational unit (e.g., a data center or information processing facility) acting as a caretaker of an automated file or database, or any noninformation center type employee or organizational unit (e.g., Administration, Maintenance, Shop) that stores data on devices that are not in a data center or information processing center.

Data Encryption: Prior to storing confidential, sensitive, or personal data on portable electronic storage media, the Department's mandatory security requirements must be met.

Data/Information Storage: The retaining of data/information on all types of media (e.g., magnetic disk, optical disk, flash drives, zip drives, or magnetic tape) from which the data can be retrieved.

Information Assets: (1) All categories of automated information, including, but not limited to, records, files, and databases, (2) Information technology facilities, equipment (including personal computer systems), and software

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owned or leased by State agencies and contracted for services, including Architectural and Engineering consultant services.

Personal Information: Any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, individual's name, social security numbers, physical description, home address, home telephone numbers, photo identification, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual.

Electronically Collected: Any information that is maintained by an agency that identifies or describes an individual user, including, but not limited to, individual's name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, password, electronic mail address, and information that reveals any network location or identity.

Public Information: Information maintained by State agencies that is not exempt from disclosure under the provisions of the CPRA GC Sections 6250-6265, or other applicable State or federal laws.

Records: All papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned, or used by a State agency, regardless of physical form or characteristics. Library and museum materials made or acquired and preserved solely for reference or exhibition purposes, and stocks of publications and of processed documents are not included within the definition of the term "Records."

Risk: The likelihood or probability that a loss of IARs or breach of security will occur.

Risk Management: The process of taking action(s) to avoid risk or reduce risk to acceptable levels.

Sensitive Information: Information maintained by State agencies that requires special precautions to protect it from unauthorized use, access, disclosure, modification, loss or deletion. Sensitive information may be either public or confidential. It is information that requires a higher than normal assurance of accuracy and completeness. Thus the key factor for sensitive information is that of integrity. Typically, sensitive information includes agency records of financial transactions and regulatory actions.

This policy assigns Department management and employees responsibilities for the proper development, classification, use, storage, preservation,

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protection, and disposal of the Department's IARs, including the establishment and maintenance of cost-effective:

- Procedures for the protection of the Department's IARs from unauthorized use, change, corruption, or loss (comprehensive statewide risk management), and procedures for identifying, assessing, and responding to the risk exposures associated with IARs Operational Recovery Plan.
- Records management procedures with approved and current Records Retention Schedules.
- Information collection of public records resulting in the maximized usefulness of information to other state agencies and the public.
- Procedures for the review of privacy policies and annual certified training.
- Intentional violations of the Information Practices Act (IPA) shall constitute a cause for discipline, including termination of employment (California (CA) Civil Code Section 1798.55) and may subject the violator to a fine of not more than $5,000 and/or imprisonment for up to one year (CA Civil Code Section 1798.56).

This policy responds to requirements included in the following:

- California Constitution Article 1, Section 1
- IPA of 1977-Civil Code Section 1798, et seq.
- GC Section 11771
- CPRA, GC Sections 6250-6265
- State Records Management Act (SRMA) GC Section 14740, et seq. and State Administrative Manual (SAM) Section 1600, et seq.
- Comprehensive Computer Data Access and Fraud Act-Penal Code Section 502
- SAM Sections 5300-5399

RESPONSIBILITIES

Chief Deputy Director:

- Ensures that policy is established for cost, effective management, maintenance, confidentiality, integrity, protection, and availability of the Department's IARs.

Deputy Director, Audits and Investigations:

- Monitors and reports on the Department's compliance with security and privacy policies contained in SAM Sections 5300-5399.

Deputy Director, External Affairs:

- Oversees the Department's implementation of and compliance with Deputy Directive (DD) 19-Media Relations/Public Information.
- Oversees the Department's implementation of and compliance with DD-79-CPRA Compliance.

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Deputy Director, Administration:

- Manages the Department's development of and compliance with policies and procedures regarding the SRMA and the IPA.
- Assigns to a specific branch within Administration the responsibility for development of policies and procedures.

Chief Information Officer:

- Acts as the Department's custodian when bestowed by the owner of automated files and databases of the Department's IARs.
- Ensures that the necessary technical means are in place for preserving the security, integrity, and protection of the Department's IARs and for managing associated risks.

Chief Information Security Officer (CISO):

- Oversees the Department's development of and compliance with policies and procedures regarding security of IARs, as outlined in SAM Sections 5300-5399.

Deputy Directors, District Directors, Division Chiefs, Program Managers, Office Chiefs, Managers, and Supervisors:

- Ensure that the Department's IARs under their custodianship are developed, classified, used, stored, preserved, protected, and disposed of, consistent with policies and procedures developed by the Deputy Director External Affairs, Deputy Director Administration, and CISO.
- Monitor for the integrity and security of the Department's IARs.
- Ensure that staff and other users of information, including vendors and contractors, are informed of and carry out information security and management responsibilities.
- Report immediately any unauthorized or accidental incidents that compromise the integrity of the Department's IARs to the Information Security Office at (916) 651-8483 or emailed to CTISO@dot.ca.gov.

Employees, contractors, partners, vendors, volunteers, and all other users of State data:

- Must be knowledgeable of and comply with policies and procedures to ensure that the Department's IARs are used in a way that maintains their confidentiality, integrity, protection, and availability.
- Report immediately any unauthorized or accidental incidents that compromise the integrity of IARs to the employee's supervisor and/or Information Security Office at (916) 651-8483 or emailed to CTISO@dot.ca.gov.

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APPLICABILITY

All departmental employees, contractors, partners, and vendors should be aware of and comply with the Department's IARs policies, procedures, and reporting requirements at a level consistent with their responsibilities.

Randell H. Iwasaki

RANDELL H. IWASAKI
Chief Deputy Director

May 23, 2008
Date Signed

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Deputy Directive

Number:	DD-80-R2
Refer to Director's Policy:	DP-17-R1 Information Technology
Effective Date:	May 2008
Supersedes:	DD-80-R1 (06-14-07)

TITLE Information Security Controls Policy

POLICY

The California Department of Transportation (Department) will ensure that appropriate information security controls are in place to safeguard our information assets. These information security controls include those for physical security, network and data access, procedures to assess security vulnerabilities (Risk Management), and all associated reporting requirements.

DEFINITION/BACKGROUND

Information security is a critical priority to ensure the integrity of the Department's information assets. The Department shall develop, implement, and maintain operational, tactical, and communication plans, as well as establish, communicate, and enforce information security policy and Information Technology (IT) standards, procedures, and guidelines to safeguard the Department's information assets.

This policy responds to requirements included in the following:

- Governor's Executive Order D-59-02.
- Department of Finance Budget Letters; 02-29, 03-03, 03-11, 03-13, and 06-34.
- State Administrative Manual Sections 5300-5399.

RESPONSIBILITIES

Chief Deputy Director:

- Ensures that policies are established, maintained, and communicated in support of information security controls.

Chief Information Security Officer (CISO):

- Develops, implements, and enforces policies on information security, risk management, and incident reporting in compliance with State information security reporting requirements.

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- Ensures that a department-wide Business Continuity Plan and Operational Recovery Plan is developed, implemented, communicated, maintained, and monitored for compliance.
- Establishes and maintains an information technology security risk-management program, including a risk-analysis process.
- Establishes and maintains a department-wide information security awareness program.
- Complies with the State audit requirements relating to the integrity of information assets and provides for the integrity, security, and protection of automated information, produced or used in the course of departmental operations.
- Works collaboratively with the information owners and custodians to protect the Department's information assets.
- Approves information security standards, procedures, and guidelines.

Chief Information Officer (CIO):

- Develops and implements IT standards, procedures, and guidelines for information security. This includes physical security, network and data access, and assessment of security vulnerabilities in the Department's IT infrastructure.
- Works collaboratively with the CISO to protect the Department's information assets.

Deputy Directors, District Directors, Division Chiefs, Program Managers, Office Managers, and Supervisors:

- Develop and exercise the Business Continuity Plan and Operational Recovery Plan at a level consistent with their organizational responsibility to ensure the delivery of products and services and protect the Department's information assets.
- Assign staff as appropriate to meet the requirements of developing and maintaining plans, procedures, and guidelines to protect the Department's information assets.
- Ensure compliance with all federal, State, and Department policies and procedures regarding information security.

Employees, contractors, partners, vendors and all other users:

- Adhere to the Department's information security controls, policies, standards, procedures, and guidelines.

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APPLICABILITY

All departmental employees, contractors, partners, and vendors should be aware of and comply with the Department's Information Security Controls Policy and comply with reporting requirements at a level consistent with their responsibilities.

Randell H. Iwasaki

RANDELL H. IWASAKI
Chief Deputy Director

May 23, 2008
Date Signed

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Director's Policy

Number:	DP-17-R2
Effective Date:	1/15/2015
Supersedes:	DP-17-R (4-25-01)
Responsible Program:	Information Technology

TITLE Information Technology Authority

POLICY

The Chief Information Officer (CIO) will establish, communicate and enforce information technology policy, processes and standards for the California Department of Transportation (Caltrans).

At the direction of the Director, the CIO, or the Deputy Director of Administration, the Chief Information Security Officer (CISO) will establish, communicate and enforce policy, processes and standards for information security for all entities accessing Caltrans information technology resources.

INTENDED RESULTS

The State of California has adopted the American National Standards Institute (ANSI) management information standards, the Federal Information Processing Standards (FIPS), and National Institute of Standards and Technology (NIST). State agencies must use ANSI, FIPS and NIST in their information management, planning, operations and security controls. In addition, State Administrative Manual (SAM) section 4500 et seq., 4800 et seq., section 5300 et seq., section 6700 et seq., State CIO Technology Letters, Statewide Information Management Manual (SIMM), Technology Management Memos, relevant to Governor's Executive Orders, Department of Finance Budget Letters and California Government Code sections 8314, 8589.1, 11771, and 11773 et seq. place the responsibility for information technology activities and security with the CIO and CISO.

Implementation of this policy will align Caltrans with State and Federal standards and mandates for the efficient, secure and effective operation of Caltrans Information Technology (IT) and telecommunications services.

RESPONSIBILITIES

The Chief Information Officer:

- Develops, implements, enforces and communicates information, telecommunications and computing technology policies, standards and processes for Caltrans.

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- Ensures policies, standards and processes support the mission, vision and goals of Caltrans.
- Establishes a governance board to review policy and process changes.

The Chief Information Security Officer:

- Develops, implements, communicates, and enforces information security policies, standards and processes for Caltrans.
- Ensures policies, standards and processes support the mission, vision and goals of Caltrans.

Deputy Directors, District Directors, Assistant Directors, Division Chiefs, Program Managers, Office Chiefs, and all managers and supervisors:

- Responsible to enforce policies, standards and processes.
- Initiate and take appropriate corrective action when violation of Caltrans IT policies occurs.

Employees, contractors, students, partners, volunteers and vendors:

- Responsible to comply with the policies, standards and processes that govern their access, projects, and processes while performing their jobs.

APPLICABILITY

This policy applies to all Caltrans employees, students, volunteers, partners, vendors, contractors, and any other users of Caltrans IT.

MALCOLM DOUGHERTY
Director

1/15/2015
Date Signed