

Request for Proposal (RFP) Submittal

# **Georgetown Divide Public Utility District**

Automated Meter Reading (AMR) and  
Meter Replacement Project

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# **SECTION 1**

## COVER LETTER

## 1. COVER LETTER

### INTRODUCTION

Thank you for the opportunity to submit the accompanying proposal for Georgetown Divide Public Utility District's AMR and Meter replacement project. Ferguson Waterworks, Meter and Automation Group (MAG) is uniquely qualified with many distinct advantages for the District, operating as both a Neptune Level 1 distributor in select areas of the United States, and as a meter systems and proven water meter installation contractor nationwide. We have a rich history in both arenas, having been a stocking Neptune distributor since 1975, and a meter/radio installation contractor since 2001 including the installation of over 1 million meters and endpoints. Ferguson/Neptune has a proven track record of successful AMI and AMR projects including meter and radio installations and we are confident you will find Ferguson Waterworks well qualified to design and implement your AMR Program and meter replacements.

For your project, our **Ferguson Waterworks** team is partnering with **Neptune Technology Group** to provide you with your MACH 10 Ultrasonic Meters, E-Coder R900i register, R900 Belt Clip Transceiver, and MRX920 Mobile Data Collector. Our California based Ferguson team will manage the project, implementation, and provide all technical assistance, and our Sacramento branch office will be your local source of contact. For the installation of these materials, we will be using Golden Meters Service Inc, a third-party DBE certified installation team. You will also be provided with ongoing training on the system in addition to continued support after the completion of the project. It is our duty to ensure that our relationship with Georgetown Divide does not end after meters are sold and installed. We see the deployment of a Neptune metering system as a long-term partnership that we are excited to begin with Georgetown Divide Public Utility District.

### CONTRACTOR SPECIFICS

**FULL LEGAL NAME:** Ferguson Enterprises, LLC dba Ferguson Waterworks.

**FEDERAL TAX ID:** 54-1211771

**MAIN HEADQUARTERS ADDRESS:** 12500 Jefferson Ave. Newport News, VA 23602

**LOCAL BRANCH ADDRESS:** Ferguson Waterworks – Sacramento

7601 14<sup>th</sup> Avenue, Sacramento CA 95820

### IN CONCLUSION,

A partnership with Ferguson and Neptune will eliminate the headache that usually accompanies a meter change out program. We aim to save you from the performance pitfalls, disadvantages, and time-consuming hidden costs that an unsuccessful project with a different contractor could cost you. Behind our success, we are an organization committed to partnership, the highest quality risk-free products, and a proven record of performance as detailed in the pages ahead. In

the end, Ferguson's Meter and Automation Group and Neptune Technology Group is more than just meters and automation, we are your *Utility Partners!*

Above all, Ferguson Waterworks sincerely appreciates the opportunity to submit the attached proposal for your Automated Meter Reading (AMR) and Meter Replacement Project and we look forward to presenting our unique advantages in greater detail with the staff at Georgetown Divide.

If you have any questions concerning our qualifications, please do not hesitate to contact us for clarification.

Sincerely,



**Michael Balla, California Area Manager**  
**Ferguson Waterworks | Meter & Automation**

**Email:** [Mike.Balla@Ferguson.com](mailto:Mike.Balla@Ferguson.com)

**Cell:** (949) 690-4649

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# **SECTION 2**

## TECHNICAL SPECIFICATIONS


## 2. TECHNICAL SPECIFICATIONS

- ⌘ Proposer Certification of Exceptions
- ⌘ Summary of Proposed Equipment and System
- ⌘ Technical Requirement Verification
- ⌘ Answers to Technical and Functional Questions
- ⌘ Installation Scope of Work

**Proposer Certification of Exceptions Taken to This RFP**

The Proposer shall certify that the Proposer takes no exceptions to the RFP dated July 2021, including but not limited to all of the attachments and addenda issued prior to the proposal due date. If exceptions are taken, clearly indicate below and provide a detailed description below of all exceptions taken. Unless otherwise indicated below, each Proposer shall be deemed to have accepted all such terms and conditions as may be specified in this RFP, the attachments and any and all addenda related thereto. Failure to specify points of non-conformance or exceptions may disqualify proposal at District’s sole discretion.

I certify that the proposal hereby submitted by Ferguson Enterprises, LLC dba Ferguson Waterworks meets all terms, conditions, and requirements as specified in the GDPUD AMR Water Meter Project RFP dated July 2021, the attachments, and all addenda related thereto except as specified below.

<u>Michael Balla, California Area Manager</u>		<u>8/19/2021</u>
Name	Title	Signature
		Date

Exceptions taken to the RFP, Attachments, and/or addenda. Specify Page number and section/paragraph for each item.

No Technical Exceptions.

**Insurance Exceptions:**

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- Section 18 – replace “written proof” with “a certificate of insurance evidencing”
- (a) – first paragraph we will agree to “The Georgetown Divide Public Utility District, its officers and employees are named as additional insured for liability caused in whole or in part by the operations performed by Contractor under this Agreement”
- Last paragraph – strike “or materially changed”
- (b) - strike entire section

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- (c) – strike “or materially changed”
- (d) – strike “or materially changed”
- (e) – strike entire paragraph
- (f) III- strike

**Legal Exceptions:**

- Attachment D: Contract Specification and Scope of Work
  - Section 5.7. Take exception to the extent a product warranty is implied from the Contractor. All meters and materials are covered by manufacturer warranties. Contractor will provide warranty service under the manufacturer’s warranty. Contractor warrants installation.
  - Section 5.7.4. Take exception to the extent that standard manufacturer warranty terms will be offered.
  - Section 5.16. Take exception.
  - Section 5.24. Take exception to the extent product warranty is implied by Contractor. All materials are covered by manufacturer warranties.
  - Section 5.53.1. Delete “caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract” and replace with “to the extent caused in whole or in part by the Contractor’s negligence”. Also, delete “sole”
- Attachment F: District Standard Construction Contract
  - Section 5. Delete the 2nd paragraph.
  - Section 7(e). Take exception to the extent product warranty is implied by Contractor. All materials are covered by manufacturer warranties
  - Section 15. Request the last sentence be made mutual.
  - Section 19. Delete “that arise out of, pertain to or relate to” and replace with “to the extent caused in whole or in part by the negligent”. In the second sentence, delete “by the sole” and replace with “or in part by the”.



**Answers shall be supported by product data sheets provided in Section 6 of this proposal.**

- Fill in the following table with the proposed meter information (this is intended to be a summary and not a replacement for tables required in technical questions):

Size	Manufacturer/Model	Meter Type	Length of time sold and # in service	Low flow accuracy
<b>Service / Demand Meters</b>				
5/8" – 1"	NEPTUNE / MACH 10	ULTRASONIC	SINCE 2015 (7yrs) 5/8"-43K 3/4"-47K 1"-47K	.05-.25 GPM
1.5" – 2"	NEPTUNE / MACH10	ULTRASONIC	SINCE 2017 (5yrs) 1-1/2"-10K 2"-16K	.30-.50 GPM
3"	NEPTUNE / MACH10	ULTRASONIC	JUNE 2020 2000	.50 GPM
4"	NEPTUNE / MACH10	ULTRASONIC	JUNE 2020 1500	.75 GPM
6"	NEPTUNE / MACH10	ULTRASONIC	JUNE 2020 1000	1.0 GPM

- Proposed AMR system brand: NEPTUNE AMR SOLUTION
- Power type, Battery Life and Warranties

Equipment/ Model or Series	Summary of Power supply / battery life	Summary of warranty periods and warranty cost coverage <sup>1</sup>
Meter: (by model/series) 5/8"-1" 1.5"-2" 3" 4" 6"	<b>5/8" – 2" MACH 10: 3.6V Lithium Thionyl Chloride Battery, 20 year expected life</b> <b>3" – 6" MACH 10: 3.6V Lithium Thionyl Chloride Battery, 10 year expected life</b>	<b>5/8"-1" Electronics: 10 yr full / 10 yr prorated Accuracy: 20 yrs Maincase: Life of meter</b> <b>1.5"-6" Electronics: 5 yr full / 5 yr prorated Accuracy: 10 yrs Maincase: Life of meter</b>
Encoded Register:	<b>Same as above as 100% fully potted.</b>	<b>Same as above as 100% fully potted.</b>
Endpoint:	<b>Integrated R900i: Lithium battery with capacitor, 20yr expected life.</b>	<b>Coverage: 10 yr full / 10yr prorated.</b>
Mobile Data Collector	<b>12V DC via vehicle power source adapter</b>	<b>R900® mobile data collector unit is 12 months from shipment date.</b>

<sup>1</sup>Provide a summary here. Do not just state "see attached warranty statements".

<b>Technical Requirement Verification</b>			
Check "YES" if all requirements listed in Appendix D are met under proposal and note any requirements remaining unchecked in the exceptions section of the response			
Requirement / Preference	Meets Req?		Exceptions
	YES	NO	
<b>Item 5. Furnish Water Meters (Refer to Item 5 in Appendix D for detailed requirements)</b>			
5.1.A. Lay Length	YES		
5.1.B. Meter Type	YES		
5.1.C. Number in Service	YES		
5.1.D. Compatible	YES		
5.1.E. Serial Number	YES		
5.1.F. Casing	YES		
5.1.G. Lead Free	YES		
5.1.H. AWWA Compliant	YES		
5.1.I. Certified Test Results	YES		
5.1.J. Temp Range	YES		
5.1.K. Register	YES		
5.1.L. Enclosure	YES		
5.1.M. Read Resolution	YES		
5.1.N. Register Display	YES		
5.1.O. No Onsite Programming Required	YES		
5.1.P. Unique ID	YES		
5.1.Q. Warranty	YES		
5.1.R. No Wire Splicing	YES		
5.1.S. Display Toggle	YES		
5.1.T. UME Replacement	YES		
<b>Item 7. Furnish AMR Endpoint (Refer to Item 8 in Appendix D for detailed requirements)</b>			
7.1.A. FCC Compliance	YES		
7.1.B. FCC Regulations	YES		
7.1.C. Manufacturer's Experience	YES		
7.2.A. Compatible	YES		
7.2.B. Warranty	YES		
7.2.C. Housing	YES		
7.2.D. In-lid Mounting	YES		
7.2.E. Integrated Unit	YES		
7.2.F. Battery Life	YES		
7.2.G. Maintenance	YES		
7.2.H. Data Transmission	YES		
7.2.I. Storage and Transmission	YES		
7.2.J. Firmware Updates	YES		No need for any firmware updates as simultaneously already transmitting AMI also
7.2.K. Leak Detection	YES		

7.2.L. No Flow and Reverse Flow Detection	YES		
7.2.M. High Usage Reporting	YES		
7.2.N. Constant Consumption	YES		
7.2.O. Diagnostic Information	YES		
7.2.P. Meter Compatibility/Ports	YES		
7.2.Q. Installation	YES		
7.2.R. Alarms / Tampering	YES		
7.2.S. Migratable to AMI	YES		
<b>Item 9. AMR Equipment and Software (Refer to Item 9 in Appendix D for specific requirements)</b>			
<b>9.1 Mobile Data Collector Device and Software Requirements:</b>			
9.1.A. Portable	YES		
9.1.B. Antenna	YES		
9.1.C. Display	YES		
9.1.D. Communication	YES		
9.1.E. Data Logging	YES		
9.1.F. View Data in Field	YES		
9.1.G. Alerts	YES		
9.1.H. Power supply	YES		
9.1.I. Environmental Conditions	YES		
9.1.J. Field Presentation	YES		
9.1.K. Off Cycle Reads	YES		
9.1.L. Speed	YES		
9.1.M. Automated	YES		
9.1.N. Touch Screen Friendly	YES		
9.1.O. Wireless Sync	YES		
9.1.P. Filter Readings	YES		
9.1.Q. ID & Time Stamp	YES		
9.1.R. New Accounts	YES		
9.1.S. High/Low Reading Flag	YES		
9.1.T. Progress Indication	YES		
9.1.U. Graphing	YES		
9.1.V. Test Mode	YES		
9.1.W. Geocode	YES		
9.1.X. Manual Reads	YES		
9.1.Y. Notes	YES		
9.1.Z. GIS Mapping	YES		
9.1.AA. Filtering	YES		
9.1.BB. GPS	YES		
<b>10.3 Host Software Requirements:</b>			
10.3.A. Display Data Logging	YES		
10.3.B. 90 Day Consumption View	YES		
10.3.C. Off Cycle Reads	YES		

<i>10.3.D. Load/Unload Data</i>	YES		
<i>10.3.E. Edit Account in Database</i>	YES		
<i>10.3.F. Generate Reports</i>	YES		
<i>10.3.G. Backup Function</i>	YES		
<i>10.3.H. Merge Files</i>	YES		
<i>10.3.I. Report Formats</i>	YES		
<i>10.3.J. Export Database</i>	YES		
<i>10.3.K. Search Function</i>	YES		
<i>10.3.L. Notes</i>	YES		
<i>10.3.M. Backup Capabilities</i>	YES		
<i>10.3.N. System Diagnostics</i>	YES		
<i>10.3.O. Data Storage</i>	YES		
<i>10.3.P. Read Cycle Operations</i>	YES		
<i>10.3.Q. Internet Security</i>	YES		

## Technical and Functional Questions

### 1.0 Water Meter Replacement

1.1	List the corporate experience in terms of meters and AMR systems installed by the installation team/contractor.
	Please refer to <b>Section 3 –Experience &amp; Qualifications</b> for background information on Ferguson and our installation team. We have also included a detailed scope of work describing our installation processes.
1.2	Provide installation contractor licensing information in compliance with California Contractor License law.

Ferguson Enterprises, LLC  
 License # 1059063 (Class A, C-36 & D34)  
 Expiration: 10/31/2021

1.3	Describe plan mechanism/measures to avoid disrupting billing cycle during installation phase.
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Once the Project is under contract. Ferguson will work with the district to obtain all of the account data in each Cycle and Routes, as well as the billing reading calendar. Our team will prepare an installation schedule for the project with the following parameters. Each Route will be scheduled to start installation after the billing for the route is completed. The route will be installed and completed with data files submitted a minimum of one week prior to the next reading window for this route. This allows the new meter data to be loaded into the billing software to be correctly read for the next data window. Below is a typical route installation schedule for reference:

Cycle Reading	Date	Day	Route	Installation Production file Submittal	Route Notification Meters Sent out
	7/21/2021	Wednesday	14	Installation Production file Submittal	
	7/22/2021	Thursday		e	
	7/23/2021	Friday			
	7/24/2021	Saturday			
	7/25/2021	Sunday			
C4	7/26/2021	Monday	58	e	17,19
	7/27/2021	Tuesday			
	7/28/2021	Wednesday		Installation Production file Submittal	
	7/29/2021	Thursday	52	e	
	7/30/2021	Friday			
	7/31/2021	Saturday			
	8/1/2021	Sunday			
C1	8/2/2021	Monday	85	e	25,54
	8/3/2021	Tuesday			
	8/4/2021	Wednesday	53	Installation Production file Submittal	
	8/5/2021	Thursday		e	
	8/6/2021	Friday			
	8/7/2021	Saturday			
	8/8/2021	Sunday			
C2	8/9/2021	Monday	23	e	26,46

### 2.0 Water Meters

2.1	What brand of water meter are you proposing and pricing? For each meter size, provide in tabular format: model, type, material, operating flow range, extended low flow range, AWWA Standards met, length of time deployed.
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Material Size	Normal Operating Range @100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
5/8" Mach10 Brass	0.10 to 25 U.S. gpm 0.02 to 4.55 m <sup>3</sup> /h	0.2 to 20 U.S. gpm 0.23 to 4.5 m <sup>3</sup> /h	0.05 U.S. gpm 0.01 m <sup>3</sup> /h
3/4" Mach10 Brass	0.10 to 35 U.S. gpm 0.02 to 6.82 m <sup>3</sup> /h	0.5 to 30 U.S. gpm 0.45 to 6.8 m <sup>3</sup> /h	0.05 U.S. gpm 0.01 m <sup>3</sup> /h
1" Mach10 Brass	0.40 to 55 U.S. gpm 0.11 to 11.36 m <sup>3</sup> /h	0.75 to 50 U.S. gpm 0.75 to 11.4 m <sup>3</sup> /h	0.25 U.S. gpm 0.03 m <sup>3</sup> /h
Material Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3" Mach10 Brass	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4" Mach10 Brass	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6" Mach10 Brass	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

2.2

Describe the warranty period for the proposed water meters with prorated warranty table, if applicable. Please do not just provide copies of the warranty statements with no further explanation.

Year of Failure	MACH 10 <sup>®</sup> Replacement Price Discount*
1-10	Full replacement 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

		Year of Failure	MACH 10 <sup>®</sup>
			Replacement Price Discount*
		1-5	Full replacement 100%
		6	70%
		7	60%
		8	45%
		9	35%
		10	25%

2.3	What is the meter register’s resolution capability for each of the proposed encoder/registers and with which meters will each be used?
	The MACH 10 R900i has its own unique 9-digit ID number which is included in transmissions

### 3.0 AMR System

#### 3.a AMR System General

3.a.1	Give an overview of system components. Include how the reads are transmitted from the endpoints to the mobile data collector and then into the billing software. In an appendix to your response provide specification sheets for meters, registers and the meter reading system including endpoint modules, system software, and mobile data collectors, as applicable.
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See **Appendix A - Product Specification Sheets.**

3.a.2	What is the FCC radio bandwidth for the proposed meter endpoint/transmitter equipment? Explain the benefits of the proposed bandwidth.
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The R900 AMI System operates within FCC Part 15.247 regulations for devices operating in the 902MHz to 928MHz ISM unlicensed band utilizing a spread spectrum technology to avoid interference. Wireless transmissions are protected by various means including a cyclick redundancy check to eliminate the possibility of reading corruption during transmission. No FCC licenses are required to operate in the 902-928 MHz ISM band which allows for a hassle-free deployment compared to a licensed frequency system.

3.a.4	For the AMR system proposed, provide the total number systems and endpoints supplied in the past 12 months.
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Since the introduction of Neptune R900 endpoints in 1999, Neptune has shipped more than twenty million of radios within the U.S. and Canada. For the past 12 months, Neptune has averaged shipments of more than nine hundred thousand R900 endpoints.

3.a.5	Does proposer provide break-fix ticketing, diagnostics, and trouble call dispatching for AMR operations? Is this included with proposed cost, or as a separate option? If as a separate option, provide cost of option here.
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Ferguson provides a monitored helpdesk line supported by our team of Software System Implementation Specialist at no additional cost to the user. Any needs no able to be addressed at this level maybe elevated along with Ferguson’s help to Neptune customer service/support in addition. Lastly, the solution specialist overseeing that service area from Ferguson as well as the Territory Manager from Neptune can be utilized for responses to issues or concern.

#### 3.b Mobile Data Collection

3.b.01	To the extent expected for this system, describe in general terms the mobile data collector, and other system hardware that will be required to operate the AMR system.
	<p>With Neptune’s field proven mobile collection device, the MRX920™ unit can be used in support of mobile drive-by AMR. Field support is provided simply by pairing the collection units via Bluetooth with a handheld or mobile iOS or Android device running the Neptune® 360™ mobile application. The Neptune® 360™ Mobile application is available and is designed to integrate with the HES platform application to provide exception meter reading and data logging through connection with the mobile MRX920™ unit. This enables the user to support monthly reading routes, to perform re-reads, and/or perform local data logging in response to customer inquiries. The application is supported in the evolving practice of Bring Your Own Device (BYOD).</p> <p>Neptune’s MRX920™ mobile data collector can read fifty (50) meters simultaneously and can process 70 unique readings every second. It makes automatic meter reading (AMR) simple, helping to take “feet off the street” to save days or even weeks in the field while helping improve meter reader safety. The MRX920 provides seamless compatibility with all generations of R900 MIUs, while features within Neptune 360 Mobile Application, such as ESRI-powered mapping and wireless mobility, make valuable data available in real time while executing reading of all routes. Secured to the seat of the utility vehicles, the MRX920 makes mobile meter reading automatic, fast, accurate, and effortless.</p> <p>The MRX920™ comes with Bluetooth capability, provided meter readers the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office.</p> <p>Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune R900 data collection systems have a common, core code base which translates to faster availability of new features and functionality for the utility.</p>
3.b.02	Describe the time and effort required to interrogate the meters/endpoints for more detailed reading data than just the current usage and flags.
	<p>The more detailed reading they are referring is more than likely Datalogging and/or Off Cycle Reads. The effort to perform this operation is minimal. RF Activation Datalogging and RF Activation Off Cycle Reads is simply gathered by entering the Endpoint ID number into the Search box of the Datalogging screen, selected the Meter Type and Size, selecting RF, and the reading increment whether it be Gallons, Cubic Feet, or Cubic Meters. Then the user would click Start, and the R900 Mobile Data Collector would then activate endpoint to retrieve that data.</p> <p>The time frame to perform the two actions listed above is roughly 1-2 minutes, based on distance from the endpoint and if there are any outlying environmental factors that could hinder the RF transmissions.</p>
3.b.03	List the warning flags that will automatically be included with regular reading brief data packet transmission “chirps” for drive-by data collection.
	Leak Detection flags, Tamper Flags, Reverse Flow, and No Flow flags.
3.b.04	What is the warranty provided for the mobile data collector? Please do not just provide copies of the warranty statements with no further explanation.
	The warranty on the R900® mobile data collector unit is 12 months from shipment date.



### 3.c. Endpoints & Field Programming Equipment

3.c.1 Specify proposed Endpoint module transmission output power.

Standard Mobile Messages are transmitted every 14 seconds at 100 mW output power. Optimized for mobile AMR data collection, the Standard Mobile Message includes the RF ID number, most recent 15 minute interval meter reading value, and the reverse flow, tamper & leak flags.

3.c.2 Specify regular reading brief data packet transmission (“chirp”) frequency of proposed endpoint.

The packet delay from the endpoint to the HES depends on a variety of factors, including the backhaul connection. Typical delay times from endpoint packet transmission to the HES are 100-200 ms with a maximum delay of 1 second.

3.c.3 Describe the warranty period for the proposed endpoint and provide prorated warranty table if applicable. Please do not just provide copies of the warranty statements with no further explanation.

Year of Failure	MACH 10 <sup>®</sup> Replacement Price Discount*
1-10	Full replacement 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

3.c.5 Does the meter reading system have a feature that allows the utility owner to “wake up” the endpoint and transmit a message or command at any time of day? Describe two- way communication capabilities.

The R900 MIU has a single mode of operation with predetermined transmission intervals to support a 20 year battery life without the need of "wake up" messages to the MIU. Based on our extensive experience, wake up messages are inferior because the MIU must receive the message first and also are prone to inadvertent wake up which can have negative consequences of the battery life.

3.c.7 Describe proposed method to deal with weak or non-reads due to distance of meter from roadway.  
State how weak or non-read results will be resolved. This shall be tested and resolved prior to project completion with a data collection test drive of entire District service area at posted speed limits with District staff present.

If an endpoint is found to be a repeat offender of not being heard in the mobile collection of reads, the addition of a remote through the lid antenna can be added to the meter. This would help to

propagate the RF transmission from the top of the meter pit lid rather than from inside the meter pit box itself.

#### 4.0 Field Installation

4.1 Describe any work requirements or input required from the district in the proposed installation process.

District will locate and clean all meter boxes ahead of audit commencing. District will provide an electronic listing of account info. If possible, the last meter read recorded by district will be provided on the electronic listing. Account information will be preloaded on GMS software in order to make audit and install more efficient. District will provide assistance with hard to locate meters. For situations where breakage or leaks are beyond GMS control, District staff will be available to perform repairs.

4.2 Provide details of proposed quality control/quality assurance program including site audits, meter read validation, and photographs.

We take pride in our ability to capture, retain and transfer data—a process built into our proprietary software. Once data is pulled from the municipality’s database or UBS, it is securely imported into our own database and assigned a unique work order ID. Each of these work orders will existing house account information and new information gathered during installation efforts. Each morning, installers will log into the mobile app and identify scheduled installations. Based on the aforementioned “old” account data, the software will identify meter sizes and quantities for change-out. Installers are required to check out inventory each morning and return unused meters at the end of the day, allowing us to manage project inventory and account for each meter used. This information is assigned an install code for each work order, telling us exactly what was installed for each account.

Once on-site, the installer will begin by accessing the work order and reviewing the “old” account data downloaded from the UBS. For each work order, they are required to review and verify the following items:

- Service Address
- Homeowner/Property Owner information
- Account
- Old meter number
- Old radio number (if present)
- Old meter reading
- Meter size

Once the installer has matched and confirmed physical information on-site to the electronic data, they may proceed with installation. New data captured in the field consists of the following:

Current or disconnect reading of the meter	Our application supports up to 4 distinct reads per work order
Install code	The meter and MIU are represented in the install code, ultimately showing what size/type of meter and MIU were used in the installation
Meter size	This is captured as a separate field to allow for better cross-verification and sorting of data before exporting it back to the UBS.

New meter number (if meter body is being replaced)	If meter body does not get replaced, the existing meter number is verified with the municipality's data and recorded in this field
New MIU number	This field can support two distinct MIU numbers for compound meter applications
New meter/register initial reading	Since new meters are tested at the factory and can sometimes have a small amount of usage recorded, we capture this data as well in case it's needed
MIU location	We record the location of the MIU in reference to the service property
Meter type	This is used to classify what type of application the meter is in service for
GPS Latitude and Longitude	Up to ten (10) GPS points (latitude/longitude) can also be captured while at the customer's residence. The average value of these readings is placed in the installation record
Completed date	This field is prefilled automatically with the current date when the installation/replacement is completed.
Installer Name	We record this data to allow monitoring of installations based on installer
Survey questions	These fields can vary based on what information, if any, is captured during an installation
Three (3) or more time-stamped photos of the installation	Our standard photos include before installation, current reading of existing meter, and after installation The installer will take additional photos if they encounter any conditions outside the "norm", to aid in resolving any questions or discrepancies of the data (ex. pre-existing leak)
Homeowner/Property owner signature	If needed or requested, an electronic signature can be captured for any or all work orders
Notes	This field is often used by installers to specify anything out of the ordinary about an install/replacement
MIU Initialization Data	We are able to capture the install packet of information that is sent when an MIU is initialized, and store it by account, for possible future reference

As new information is gathered during installation, it's continuously uploaded and synced with our database, providing real-time account information which can be accessed at any time. Our software has the flexibility to adjust the size of the data packets transferred from the app to the database, so no data is lost or forced to be manually reentered.

When data is received from the field, it passes through an electronic review process. Any discrepancies are flagged in the system for review and resolution. Noted discrepancies may include but are not limited to the following:

	<ul style="list-style-type: none"> <li>• A meter/MIU number that is not found in project inventory records</li> <li>• A meter/MIU number that has already been entered for another address</li> <li>• Any data returned for an address where the replacement has already been completed</li> <li>• Any data from an installation where pre-installation data was unavailable for verification (unscheduled installations where a new record is created by the installer in the field)</li> <li>• A scheduled installation that was cancelled and needs to be rescheduled</li> <li>• Meter Size does not match meter serial number</li> </ul> <p>In order to ensure a high degree of customer satisfaction, we complete quality assurance checks on daily work. We will typically inspect 10% of the installations on a consistent basis throughout the length of the project. We will also perform fieldwork inspection and quality control checks based on the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• Register/MIU properly installed</li> <li>• Seal wire and/or tampering resistant pin installed per requirements</li> <li>• GPS points taken</li> <li>• Required digital photos are present</li> <li>• Completed survey questions</li> </ul>
4.3	<p>Indicate the percentage of the proposed key staff member’s time that will be dedicated to this project, and that will be spent on site.</p> <p>A lead meter technician will be on site for the duration of the project, 100% of their time will be dedicated to this project. Project manager is located in Sacramento and will oversee the entire project. Project manager will be available to be on site if any issues arise.</p>
4.4	<p>List any key assumptions that are material to installation proposal and associated timeline, resources and cost.</p> <p>Per Addendum 2, meter boxes will be exposed and cleaned by District in advance of the project. RFP does not specify meter scrapping protocols or requirements. Ferguson will be responsible for scrapping all used meters. Install rates do not include any changes in lay length. Any additional work needed for nonstandard meter installs will be submitted to be approved.</p>
4.5	<p>Describe the process by which the updated meter services are confirmed operational.</p> <p>Ferguson and/or district would be able to use a belt clip reader or MRX collector to perform a RF test to ensure the meter is operating and transmitting its RF data for the meter readings/alerts/etc.</p>

\*We have also provided our installation scope of work on the following page to detail our standard installation protocols.

## **FERGUSON STANDARD INSTALLATION SCOPE OF WORK**

The proposer's pricing and installation scope of water meters and radio modules assume a "standard" installation. A **standard pit meter installation** is recognized as one which involves the replacement of an existing meter meeting the following conditions:

- 1) Meters will be located with adequate access, or if access is restricted, Contractor will be able to obtain access from the property owner with one week of request during normal business hours.
- 2) Meter access will not subject Contractor's employees to dangerous or unsafe working conditions.
- 3) Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, or substandard conditions.
- 4) Water meters are equipped with standard meter connections that can be reused during meter installation.
- 5) Meter exchanges are like-for-like, same lay length and no plumbing is required.
- 6) No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removing, or replacing asphalt or tree roots.

### **CUSTOMER NOTIFICATION PROTOCOL:**

Ferguson will provide up to three (3) documented customer notifications:

- 1) First a postcard notification is sent out notifying the customer as to the upcoming Meter Changeout Program.
- 2) Second a door-tag is placed at the property. Notice is given to the customer that their meter will be replaced within 72 hours by the Contractor and that water service will be interrupted for about 20 minutes during that period.
- 3) Third a completion door-tag is placed at the property. Notice is given to the customer that the meter installation has been completed.

In the event Contractor determines that any meter installation is not a standard pit meter installation, the Contractor will immediately bring the matter to the attention of the Owner's representative who will inspect the condition and advise Contractor on how to proceed within a 24hour timeframe. If additional work is requested by Owner, such work will be completed at an agreed upon hourly rate plus materials.

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# **SECTION 3**

## EXPERIENCE & QUALIFICATIONS

### 3. QUALIFICATIONS AND EXPERIENCE

#### ABOUT FERGUSON

Established in 1953 and headquartered in Newport News, Virginia, Ferguson opened with several locations dedicated to servicing smaller plumbing contractors. From this modest start, we raised the bar for industry standards as the top-rated and largest wholesale supplier of commercial and residential plumbing supplies in the U.S. However, our expertise goes beyond plumbing. We are a diverse distributor that spans multiple businesses including HVAC/R, waterworks and industrial. For nearly 70 years, we've grown from a local plumbing distributor to a **\$19.9 Billion company with more than 1,600 locations and over 29,000 associates nationwide**. We pride ourselves on delivering world-class service to our customers, and they know that "Consider it done." is more than just a tagline. It's a cultural belief that is demonstrated every day through exceptional customer service, product selection and industry knowledge. On the Waterworks side, your servicing branch in Sacramento represents just one of roughly **300 Ferguson Waterworks locations across the nation**. For added expertise around water meters and AMR/AMI technologies, Ferguson has made a significant investment in creating the Meter and Automation Group. This substantial investment of human and capital resources with a focus specifically on AMR/AMI has allowed us to partner with four of the top five-meter manufacturers in the country and claim a leadership position in the sales and service of AMR/AMI projects. As the authorized distributor for Neptune in California, Ferguson can leverage its branch network and municipal sales focus to bring unprecedented support to any meter project.



*Ferguson's new corporate campus in Newport News, VA*

#### INDUSTRY LEADER IN AMR/AMI TECHNOLOGY



Dedicated Ferguson AMR/AMI sales, service and support employees



More than 2 million points sold since the year 2000



In-house project management team provides assistance for a variety of water meter installation services



Project management services for subcontractor installation



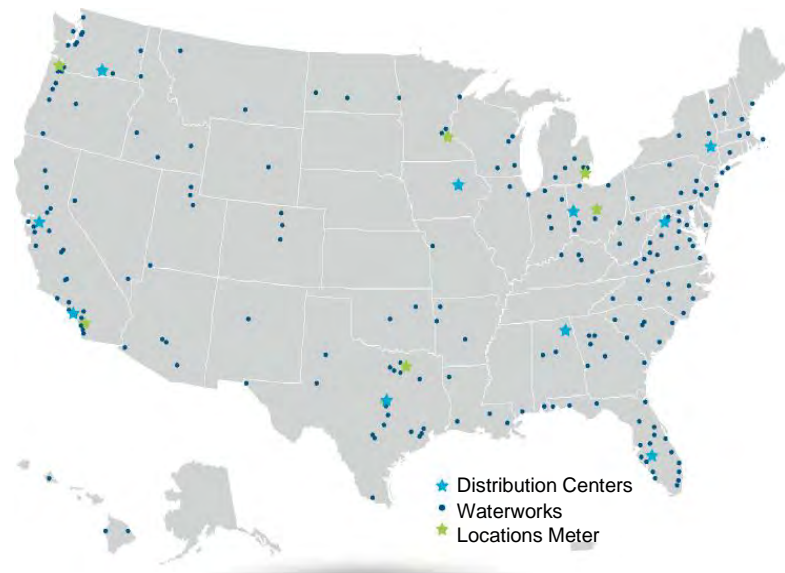
Service and support with a customized maintenance program after sale and installation

#### FERGUSON LOCATIONS AND LOCAL SUPPORT

Ferguson has over 1,600 branch locations across the United States, and hundreds of those are dedicated to commercial/municipal waterworks. **18 of those are in the state of California**. This allows us to maintain additional stocking levels to ensure that cities will never have to wait for deliveries. This also means that there is no need to tie up funds in a utility's warehouse inventory. Our well-trained staff will also be able to quickly respond to any issues as they arise, as the success of any AMI system is dependent on solid project experience and support. Ferguson Waterworks is one of the largest suppliers of water, sewer and storm management products and services to multiple segments of the waterworks sector. We serve public and private water and sewer authorities, residential and commercial utility contractors, and treatment plant contractors.

## FERGUSON WATERWORKS METER DEPOTS

Ferguson Waterworks can better service our customers with seven strategically located meter depots that offer shorter lead times on stocked products, including the most commonly used meters ranging from 5/8" x 1/2" to 8" and metering technology.



## ABOUT NEPTUNE

Neptune is an AMR/AMI systems vendor with a successful history for over 120 years. As a leading provider of meter reading systems and water measurement products, Neptune has continually focused on the evolving needs of water utilities – revenue optimization, operational efficiencies, and improved customer service. Our vision is to be viewed as the most valued partner of our utility customers and help them manage the world’s scarce water, energy, and human funding resources. Neptune’s fully integrated manufacturing facility ensures a dependable and dedicated support for all hardware, software, and support for mobile Advanced Meter Reading (AMR) and fixed-base Advanced Metering infrastructure (AMI) systems.

All Neptune water meters meet or exceed American Water Works Association standards as well as all the revised requirements of the Safe Drinking Water Act (SDWA). Accurate meter readings are guaranteed with Neptune’s absolute encoder technology – a field-proven meter reading concept first introduced in 1964. This solid foundation allows a seamless migration from manual data collection to handheld, mobile, and fixed network radio frequency systems. Neptune’s migration approach means you’ll never outgrow Neptune technology.

Neptune has approximately 700 employees in North America producing meter reading systems and water measurement products. Neptune’s state-of-the-art, ISO9001-certified, 300,000-square-foot facility in Tallassee, Alabama houses our integrated manufacturing, engineering and support capabilities. Additionally, Neptune opened its Atlanta based Innovation Center in the spring of 2017 with a focus on software and hardware development, including IT support.

## INSTALLER INFORMATION

Installation for your project will be handled by Ferguson’s highly skilled and experienced meter installation team. **Ferguson’s meter installation team has installed millions of the proposed units and has been in service for over 20 years. In total, our install team has performed more than one million installations across the country.** For further information, please refer to our detailed installation Scope of Work attached below.





YOUR INSTALLATION WILL BE HANDLED BY FERGUSON'S INSTALLATION TEAM, WHICH HAS BEEN TRUSTED FOR OVER 20 YEARS FOR MORE THAN ONE MILLION METER REPLACEMENTS ACROSS THE COUNTRY.

We're always looking for ways to improve our processes and better serve our customers. One of those recent improvements was the investment in an app that captures and transfers relevant data throughout a five-step installation process that assists partners in public education, notification, data integration, mobilization and quality assurance.

All data obtained through our installation process is hosted in our work order management system and is immediately accessible by municipal partners.

## **PUBLIC EDUCATION**

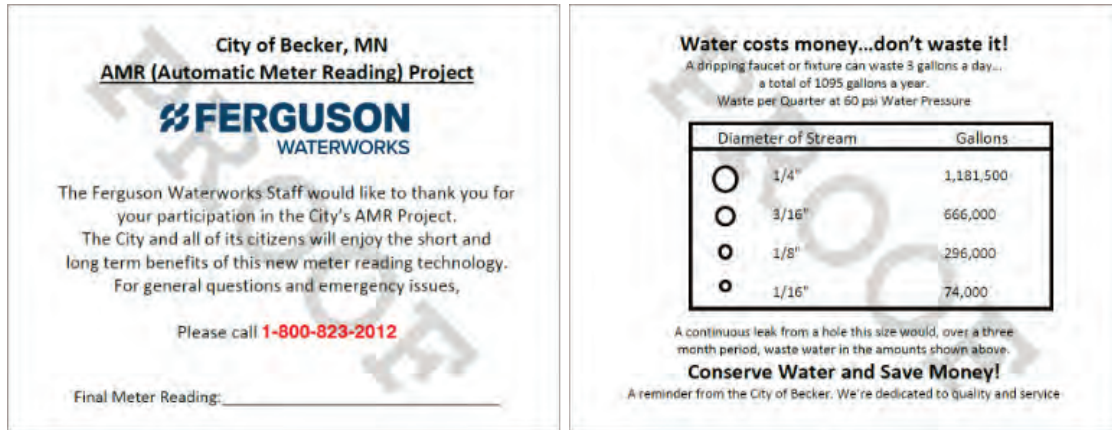
Any successful implementation requires an effective public relations campaign. We've found that upfront communication with the public is crucial. We recommend a multimedia campaign that uses print, broadcast and personal presentations to convey the project's scope. Additionally, we may provide links that relay project details, contact information and answers to frequently asked questions. This effort should begin before installation and continue after implementation, as early communication builds a more solid foundation. Because some citizens may cite concerns about radio wave safety, we've also gathered resources (white papers) to address and assuage these concerns.

## **NOTIFICATION**

Our business model was built in the Upper Midwest, where meters are typically found within the residence or basement mechanical room. Gaining access to homes for change-outs may present a challenge, and the importance of a clearly defined notification process is imperative for a successful project. Our standard multi-step notification process can be seen below:

<b>STEP NO.</b>	<b>DESCRIPTION</b>
1	1st notice: Postcard mailed to service address about Meter Changeout Program
2	2nd notice: Door posting noting meter will be replaced withing 72-hours and water service interruption for about 20 minutes during that period
3	3rd notice: Door posting noting the completion of the meter installation

We use a mailing center to handle stationery notifications (letters, postcards, etc.), and any correspondence can be written in several languages. Previous projects have involved notifications written in as many as four languages. Each piece can also be customized with the municipality’s preferred fonts and logos. Once the installation is complete, a card (including emergency contact information) will be left for the customer to thank them for their participation.



We also maintain a fully staffed call center, available for use throughout the project’s lifespan. Our customer and technician database provides smooth access to work orders and appointment-based operations, including:

- Custom-built data for setting appointments
- 24/7 service—after hours or on a holiday, you’ll speak to a live associate
- After-hours call routing for emergency situations
  - › Our after-hours service will contact the Installation Project Manager for help in any emergency
- Direct contact with technicians for up-to-the-minute data
- Adaptive appointment times
- Direct office-to-customer interaction for quick response to inquiries

## DATA INTEGRATION & MOBILIZATION

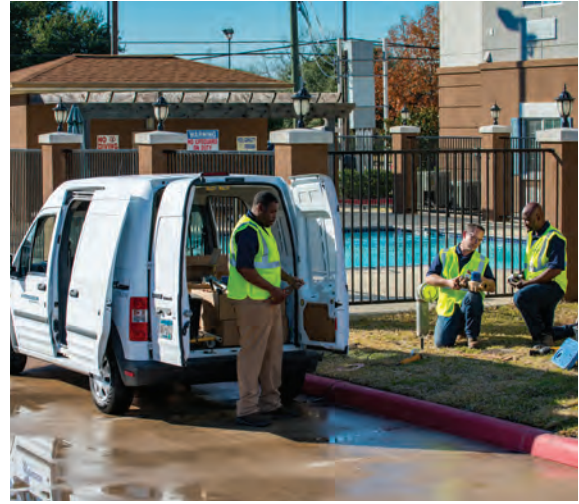
Once a project is secured by contract, it usually takes a couple weeks of mobilization before we begin installations. The most important task, however, is the integration of data between the municipality’s utility billing software (UBS) and our own installation database. Involving all necessary departments throughout the process will ease the project and contribute to its success. During mobilization, data downloads and uploads will be tested, inventory will be taken and loaded into the database, and the municipality’s billing routes, geography and potential installations will be analyzed and broken down into smaller batches. Once complete, the mutually agreeable installation schedule will be finalized.

### MOBILIZATION MAY INCLUDE:

- Arranging transportation and housing for Ferguson associates (if necessary)
- Securing name badges and uniforms for installers
- Printing of door tags and other notification materials
- Organizing installation tools and miscellaneous materials

## INSTALLATION

All of our associates are subject to background checks in accordance with our corporate policy. If the municipality requires additional background checks, we will submit any necessary information. Our installers are trained internally, undergoing a minimum of eight (8) hours of classroom training and extensive hands-on training. Newly hired installers also work with a lead installer for two (2) weeks. Every installer is outfitted with a Ferguson uniform, a photo ID, a supply of tools, safety gear and a phone. These phones will be used to scan barcodes and eliminate manual entry, thereby reducing mistypes. Additionally, all of our associates drive easily identifiable transit vans—ensuring the public is aware of who is working on their property.



We take pride in our ability to capture, retain and transfer data—a process built into our proprietary software. Once data is pulled from the municipality’s database or UBS, it is securely imported into our own database and assigned a unique work order ID. Each of these work orders will exist with existing house account information and new information gathered during installation efforts. Each morning, installers will log into the mobile app and identify scheduled installations. Based on the aforementioned “old” account data, the software will identify meter sizes and quantities for change-out. Installers are required to check out inventory each morning and return unused meters at the end of the day, allowing us to manage project inventory and account for each meter used. This information is assigned an install code for each work order, telling us exactly what was installed for each account.

Once on-site, the installer will begin by accessing the work order and reviewing the “old” account data downloaded from the UBS. For each work order, they are required to review and verify the following items:

- Service Address
- Homeowner/Property Owner information
- Account
- Old meter number
- Old radio number (if present)
- Old meter reading
- Meter size

Once the installer has matched and confirmed physical information on-site to the electronic data, they may proceed with installation. New data captured in the field consists of the following:

Current or disconnect reading of the meter	Our application supports up to 4 distinct reads per work order
Install code	The meter and MIU are represented in the install code, ultimately showing what size/type of meter and MIU were used in the installation
Meter size	This is captured as a separate field to allow for better cross-verification and sorting of data before exporting it back to the UBS.

New meter number (if meter body is being replaced)	If meter body does not get replaced, the existing meter number is verified with the municipality's data and recorded in this field
New MIU number	This field can support two distinct MIU numbers for compound meter applications
New meter/register initial reading	Since new meters are tested at the factory and can sometimes have a small amount of usage recorded, we capture this data as well in case it's needed
MIU location	We record the location of the MIU in reference to the service property
Meter type	This is used to classify what type of application the meter is in service for
GPS Latitude and Longitude	Up to ten (10) GPS points (latitude/longitude) can also be captured while at the customer's residence. The average value of these readings is placed in the installation record
Completed date	This field is prefilled automatically with the current date when the installation/replacement is completed.
Installer Name	We record this data to allow monitoring of installations based on installer
Survey questions	These fields can vary based on what information, if any, is captured during an installation
Three (3) or more time-stamped photos of the installation	Our standard photos include before installation, current reading of existing meter, and after installation The installer will take additional photos if they encounter any conditions outside the "norm", to aid in resolving any questions or discrepancies of the data (ex. pre-existing leak)
Homeowner/Property owner signature	If needed or requested, an electronic signature can be captured for any or all work orders
Notes	This field is often used by installers to specify anything out of the ordinary about an install/replacement
MIU Initialization Data	We are able to capture the install packet of information that is sent when an MIU is initialized, and store it by account, for possible future reference

As new information is gathered during installation, it's continuously uploaded and synced with our database, providing real-time account information which can be accessed at any time. Our software has the flexibility to adjust the size of the data packets transferred from the app to the database, so no data is lost or forced to be manually reentered.

When data is received from the field, it passes through an electronic review process. Any discrepancies are flagged in the system for review and resolution. Noted discrepancies may include but are not limited to the following:

- A meter/MIU number that is not found in project inventory records
- A meter/MIU number that has already been entered for another address
- Any data returned for an address where the replacement has already been completed
- Any data from an installation where pre-installation data was unavailable for verification (unscheduled installations where a new record is created by the installer in the field)
- A scheduled installation that was cancelled and needs to be rescheduled
- Meter Size does not match meter serial number



## QUALITY ASSURANCE

In order to ensure a high degree of customer satisfaction, we complete quality assurance checks on daily work. We will typically inspect 10% of the installations on a consistent basis throughout the length of the project. We will also perform fieldwork inspection and quality control checks based on the following minimum requirements:

- All new installers will have five (5) days of on-the-job training with a qualified lead installer or supervisor. This work will be 100% inspected and verified. Inspections will include the items listed on the QC Checklist below. During their second week of work, 50% of the new installer's work will be inspected and verified.
- Any installer who is found to have an error rate greater than 1% will be retrained or terminated. Following retraining, 100% of the installer's work will be inspected for a probationary five day period. If the error rate during this probationary period exceeds 1%, the installer will be removed from the project.
- All inspection results will be recorded in an auditable format, fully accessible to the municipality.
- Installations completed by associates who are terminated for not meeting installation quality standards will be further reviewed to determine if any corrective action needs to be taken by Ferguson Waterworks. The work reviewed will include all installations completed prior to the date of the first quality related infraction or at least two weeks prior to the date of termination. Additional review may be needed depending upon the results of the investigation.

### QUALITY CHECKLIST:

- Register/MIU properly installed
- Seal wire and/or tampering resistant pin installed per requirements
- GPS points taken
- Required digital photos are present
- Completed survey questions

## WORK ORDER MANAGEMENT SYSTEM CAPABILITIES

Once a project is secured, it may take four (4) to eight (8) weeks before installations can begin. The most important component of this preparation is the integration of UBS data with our installation software. Our proprietary system was built to maximize the capture and transfer of data, limiting manual input and human error.

We'll develop a download of all relevant customer data from the UBS and populate our database with the same information. As we sort and scrub the data, we'll collaborate with necessary officials and administrators. It's vital that all impacted departments participate in the initial phases of deployment, and may include GIS, IT, billing/finance, distribution, production, customer service and water management. Greater involvement leads to greater success.

Once data interface issues are resolved in a "pilot" environment, we'll move to full-scale production. After review of billing routes and geography, potential installations will be broken down into smaller batches and an installation schedule will be finalized. On larger projects, this mobilization phase has taken up to five (5) months, though we typically anticipate a period of one (1) to two (2) months.

As installations are completed, captured data will be reviewed electronically to detect anomalies (mismatches, duplicates, missing information, etc.). Once all discrepancies are resolved, we'll provide an electronic upload from our database for the municipality's UBS.

We'll also work with the municipality to develop an accommodation process for existing meters and the integration of new meters to maintain minimal disruptions to water billing cycles.

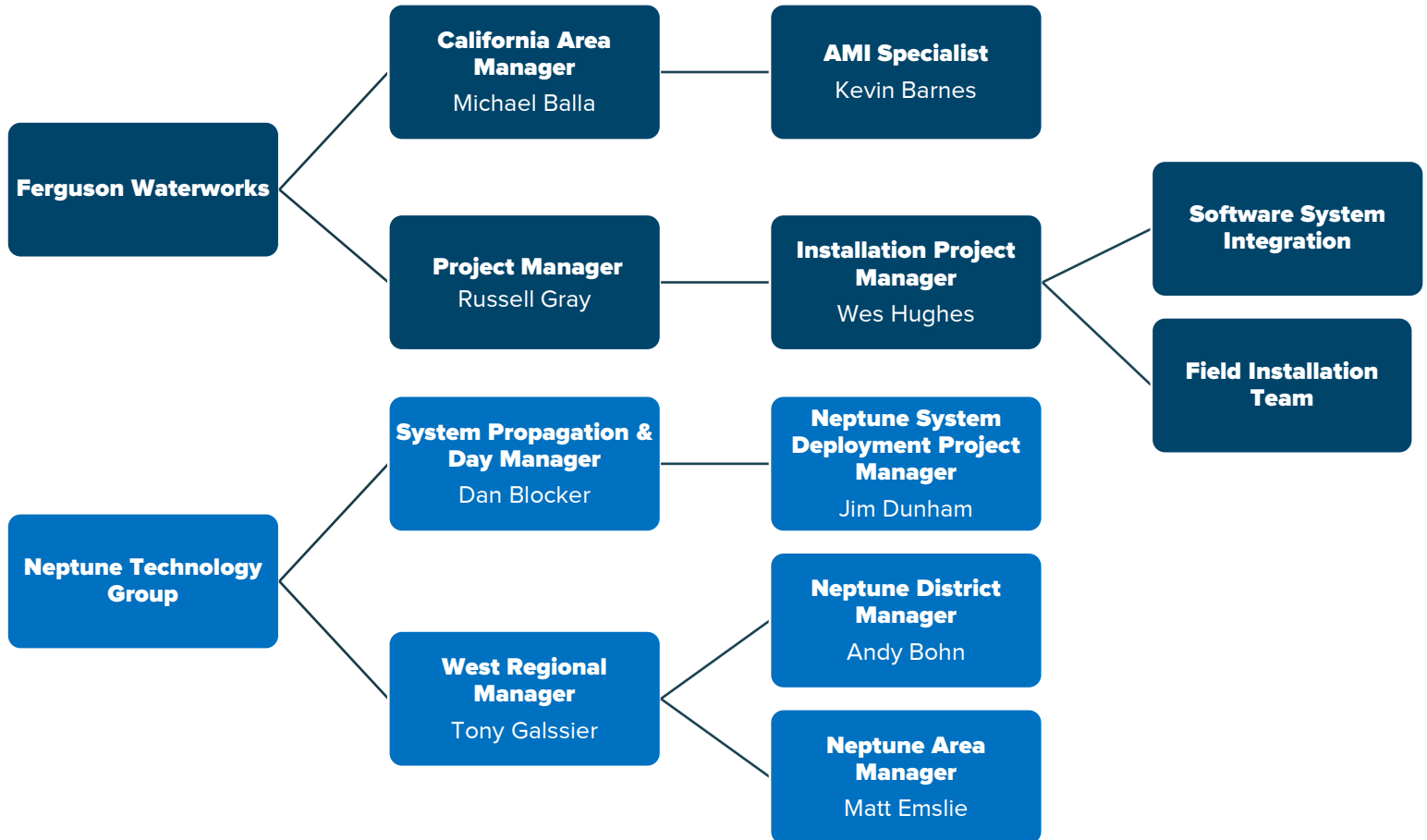


# **SECTION 4**

## KEY PERSONNEL

## 4. KEY PERSONNEL

### ORGANIZATIONAL CHART



### FERGUSON'S PROJECT TEAM FOR GEORGETOWN DIVIDE

**Michael Balla – California Area Manager**

Michael has been in the metering industry since 2009. He has an excellent understanding of what it takes to make a project successful. With experience in metering distribution ranging from operations to sales his knowledge will guide this project to be a success. Michael has worked on Projects such as Victorville, Indio Water Authority and East Valley WD. Michael will be very active with key personnel in setting-up the right expectations to ensure Georgetown Divide is comfortable with the overall project and that stated goals are not just met but exceeded.

**Russell Gray – Project Manager**

Russell Gray is a Senior Project Manager for Ferguson Waterworks, who partners with Consultants, Municipalities, and Water Districts alike, to oversee implementation of



value-based AMR and AMI metering solutions. After spending a decade working closely with large value asset owners on water management, condition assessment, and engineering services within the water utility industry, Russell knows what decisions drive wholesale water providers and local distributors. Working closely with sales and installation teams, Russell delivers consistent and comprehensive planning that enables key decision makers to advance their agenda through actionable data. Russell holds a BS in Civil Environmental Infrastructure Engineering (CEIE) from George Mason University in Fairfax, VA.

 **Wes Hughes – Installation Project Manager**

Wes is a Project Manager and will be a primary contact with the District. Wes has over 20 years' experience in the land development industry. He has been involved with projects from the aspects of design, agency approval, construction management and agency coordination. Wes has managed meter and AMI/AMR installation for 9+ years, primarily on the West Coast. He has overseen the implementation of hundreds of thousands of accounts with AMI systems. Wes' experiences include: the coordination of AMI infrastructure design and placement (whether on Utility sites or third-party non-utility assets), equipment, manpower, procurement, scheduling, and maintaining data integrity through the installation process.

 **Kevin Barnes – AMI/AMR Specialist**

Kevin has been in the metering industry since 2013. He has an excellent understanding of what it takes to make a project successful. With experience in metering distribution ranging from operations to sales, his knowledge will guide this project to success. Kevin has worked on projects such as Rio Linda, City of Dunsmuir, Delhi, and Carmichael WD. Kevin will be very active with the project at Georgetown Divide. In addition, Kevin knows the Georgetown area and the operations of its distribution system. He has first-hand knowledge of the water tanks, personnel, and system configuration through working together over the past 15 years.

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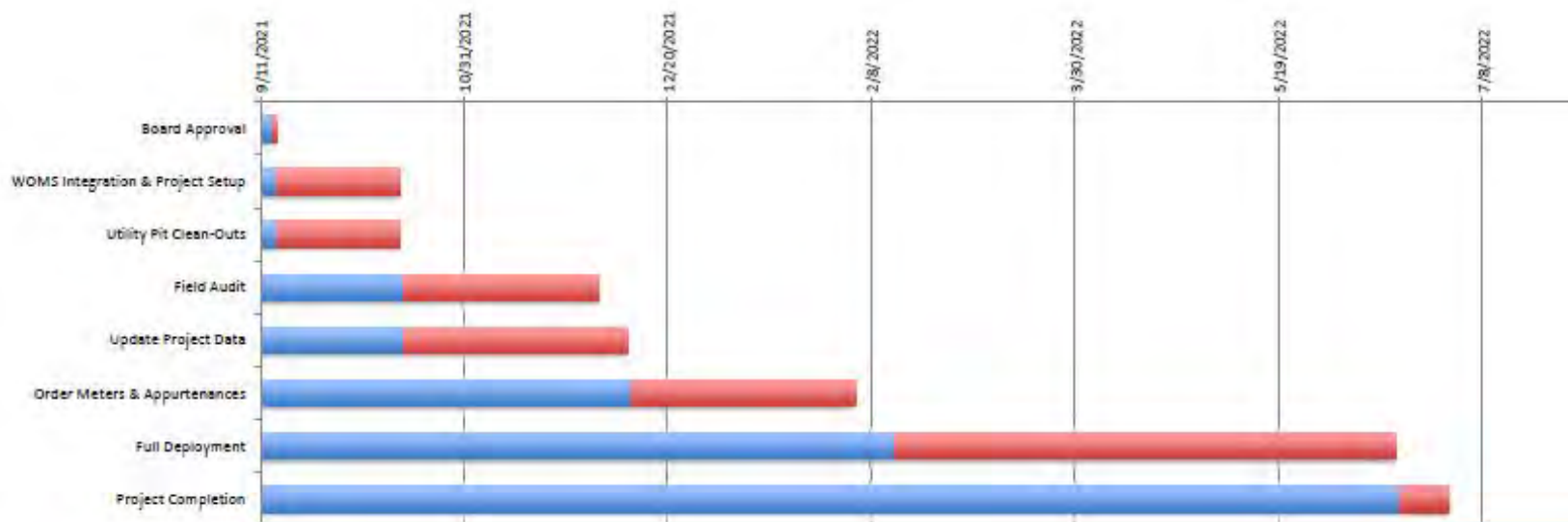
# **SECTION 5**

## PROJECT SCHEDULE

## 5. PROJECT SCHEDULE

Our project management team has put together the following tentative timeline of our project phases and estimated completion time. Upon signing a contract together, a more detailed schedule will be provided to Georgetown Divide Public Utility District with agreed upon completion dates.

Task Name	Start	End	Business Days	Duration
Board Approval	9/14/2021	9/15/2021	1	1
WOMS Integration & Project Setup	9/15/2021	10/15/2021	23	30
Utility Pit Clean-Outs	9/15/2021	10/15/2021	23	30
Field Audit	10/16/2021	12/3/2021	35	48
Update Project Data	10/16/2021	12/10/2021	40	55
Order Meters & Appurtenances	12/11/2021	2/4/2022	40	55
Full Deployment	2/14/2022	6/17/2022	90	123
Project Completion	6/18/2022	6/30/2022	9	12
<b>Total</b>			<b>196</b>	<b>289</b>



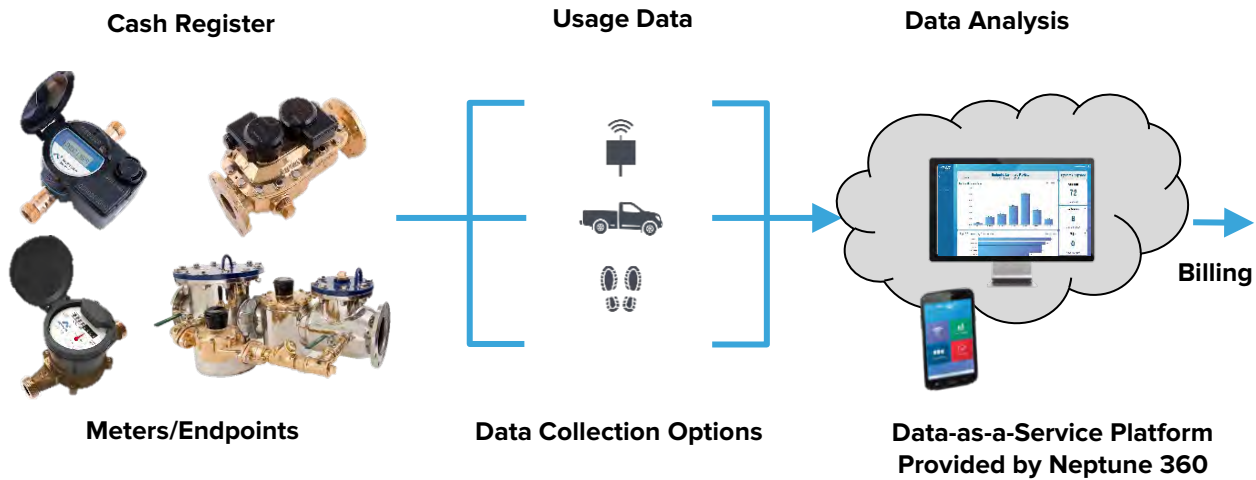
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# **SECTION 6**

## PROPOSED METERING SOLUTION

## 6. PROPOSED METERING SOLUTION

### NEPTUNE UTILITY MANAGEMENT SYSTEM ARCHITECTURE



### PROPOSED AMR SYSTEM

#### R900® System Technology

The R900® System is based on a single design for mobile AMR and fixed-network AMI meter reading, enabling the utility to deploy advanced meter reading at their own pace as the application needs evolve. Supported by Neptune’s cloud-based data management platform, Neptune® 360™ functions as a Meter Data Management System within a common platform to support both AMR and AMI.



Neptune’s R900® System enables utilities to deploy advanced meter reading as the application needs evolve. The R900 system was designed to streamline and automate reading processes for water utilities, regardless of the reading method chosen – walk-by, mobile or fixed network. The R900 System encourages a build-on approach, ensuring forward migration and backwards compatibility for all endpoint reading. Endpoints utilize an interleaved mobile and fixed network messaging technology to enable seamless migration from AMR to AMI. The R900 endpoints do not require re-programming or field visits enabling ease of

migration from AMR to AMI.

Neptune’s R900® System is designed to provide reliable communication with redundant transmission of meter consumption and alarm data in both mobile and fixed network messaging to address all aspects of AMR and AMI reading. The R900 System is designed to improve meter reading accuracy and efficiency, increase meter reader safety, improve customer service, and support advanced distribution system management applications.

Neptune’s R900® RF technology transmits encrypted data using Frequency Hopping Spread Spectrum technology to ensure data security and improve meter reading accuracy. Neptune’s

R900 System operates within FCC Part 15.247 regulations for devices operating in the ISM 902 MHz to 928 MHz unlicensed band. There are no special licenses or authorization needed from the FCC to begin installation or to expand the system for future growth. Neptune’s R900 System provides 8-digit meter reading resolution capability for encoders using Neptune’s E-CODER® or Sensus UI-1203 protocol in mobile as well as fixed network data collection applications.

## REPLACEMENT METERS

### MACH 10® R900™- Solid State Ultrasonic with Integrated R900 MIU

The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy main case, the MACH 10 is built to withstand demanding service conditions, internal water pressure, rough handling during installation, and in-line piping stresses.



The MACH 10® solid-state ultrasonic meter has no moving parts, ensuring continued accuracy and performance over time. Advanced ultrasonic technology enables high resolution measurements at extremely low flow rates allowing for superior leak detection.

Every MACH 10® ultrasonic static meter meets the requirements of the latest revision of AWWA Standard C-700 and C-707. All models are also AWWA C715 compliant and NSF/ANSI 61 certified. Select sizes having UL327B certification allows for installation in fire service applications. All Neptune MACH 10® cold-water meters fully comply or exceed applicable AWWA Standard requirements for construction and pressure loss.



#### Key Features

- Available in sizes: 5/8”, 3/4”, 1”, 1-1/2”, 2”, 3”, 4”, 6”, 8”, 10” & 12”
- 3”-12” UL listed and FM approved as standard 8-digit remote meter reading
- Advanced flags: leak, reverse flow, excessive forward flow, and low battery detection
- Solid-state absolute encoder – fully submersible
- Maintenance -free. Fully potted electronics and battery for submersion in flooded meter pits.
- Long-life lithium battery with capacitor
- Ideal for combined potable and residential fire service applications
- 3/4” – 2” UL Listed as option
- 20-year battery life for residential sizes
- Unitized Measuring Element (UME) for meter sizes 3” and above.

### Portable Interrogation, Field Programming, and Testing Devices

With Neptune’s field proven mobile collection devices, the MRX920™ mobile data collection unit or the R900® Belt Clip Transceiver (BCT) walk-by data unit can be used in support of hybrid AMI/AMR solutions, as back-up to AMI or in support of field service calls. Field support is provided simply by pairing the collection units with a handheld or mobile device running the Neptune® 360™ Mobile application.

#### MRX920™ Mobile Data Collector

- ESRI powered GIS maps show meter reading/flag status
- View and share consumption activity graphs onsite to address high bill complaints

### R900® Belt Clip Walk-By Transceiver (BCT)

- Software-defined radio (SDR) for compatibility with future products
- Retrieve 96 days of hourly consumption data
- Wireless paired to an Android or iOS compatible handheld or mobile device through Bluetooth

## SOFTWARE

### Neptune® 360™ Cloud-Based Data Management Platform

Neptune’s Cloud-Based Data Management platform “*Neptune® 360™*” functions as a Meter Data Management System all within one platform. It is offered in a *Software-as-a-Service (SaaS)* model which provides utilities with a powerful data platform critical to leveraging all remote metering assets and data. The platform has data storage capabilities for warehousing, cleansing and processing all data received from various field metering and collections devices prior to data usage. The platform stores real-time online metering data for twenty-four (24) months for long term data analysis. Additional years of data storage is available upon request.



*Neptune® 360™* is designed as a single cloud-based platform providing a single source of secure, accurate data and access for all meter reading types including AMR and AMI enabling powerful data consolidation whenever needed. With *Neptune® 360™*, Neptune is responsible for hosting the application and providing all software management activities to ensure that utilities’ metering data is accurate and actionable. Neptune has partnered with Amazon Web Services as its hosting provider because of

its flexibility, exceptional security, deployment speed and performance. These AWS features, along with our metering and data integrity experience, allow us to provide a fast lane project start-up within a secure environment along with advanced servicing and support of daily operations for our utility partners. The platform comes equipped with Application Programming Interfaces (APIs) designed specifically for sharing and seamlessly integrating meter with existing systems or applications. *Neptune® 360™* integrates with more than 200+ CIS/Billing software vendors, to ensure the successful transfer of meter reading data.

The *Neptune 360™* platform includes several dashboard metrics that provides reporting analysis for System Consumption, Top 10 Accounts, Complete, Incomplete and Skipped meters, Continuous and Intermittent Consumption, Major and Minor Reverse Flow, as well as Claimed and Found meters. *Neptune 360™* provides monthly, daily and hourly consumption information in a graphical and tabular format. The user can interact with the graph to view data sets. Each report can be exported to PDF or CSV for sharing. Graphical interface as well as mapping capability are available per account.



**Neptune®360™ Mobile** is included within the platform that allows for exception meter reading for AMI solutions, mobile meter reading, either drive-by, handheld, or Bring Your Device (BYOD) for AMR utilities with AMR solutions. *Neptune® 360™ Mobile Application* provides direct communication via wireless from the field using an alternative to ruggedized devices. There’s no need to bring your mobile device back into the office to synchronize information with the host software. Other application capabilities include:

- *Meter Reading*- Complete exception for readings missed by AMI or complete route AMR route readings
- *RF Test* - Validate device is sending readings through radio.
- *Data Log* - Capture 96 days of hourly consumption to address customer issues faster.
- *Pressure* - Analyze water pressure with 3rd party sensors



*\*Click here to return to Table of Contents.*

# **SECTION 7**

## **COST PROPOSAL & BID FORMS**



## 1.2 BID FORMS

### AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT

**NAME OF BIDDER:** Ferguson Enterprises, LLC dba Ferguson Waterworks

**STREET ADDRESS:** 7601 14th Ave.

**CITY, STATE, ZIP:** Sacramento, CA 95820-3601

**PHONE NO.** Kevin Barnes: (916) 297-0289      **FAX NO.** (916) 455-3402

**CONTRACTOR LICENSE TYPE & NO.:** 1059063 (Type: Class A, C-36 & D34)

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The Special Provisions for the Work to be done are dated **JULY 2021** and are entitled:

### AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

### 1.3 COST PROPOSAL/BID SCHEDULE

#### General

The intent of this cost proposal is to identify all costs of providing complete turn-key delivery, installation and support of an Automated Meter Reading (AMR) system for the District's potable water system. The cost to furnish all materials shall include sales tax, shipping and all incidental costs of providing specified items to the District. Values entered here will be the basis of values in contract with District.

Table C1 - BID SCHEDULE					
Item	Description	Quantity	Units	Unit price	Total price, \$
1a	Project Management and Mobilization	1	LS	187,806	\$187,806.00
2	Meter Audit	3,668	EA	51.41	\$188,571.88
3a	Water Meter Box Lid Replacement (Christy B-09)	553	EA	37.71	\$20,853.63
3b	Water Meter Box Lid Replacement (Christy B-12)	61	EA	37.98	\$2,316.78
3c	Water Meter Box Lid Replacement (Christy B-16)	133	EA	47.83	\$6,361.39
3d	Water Meter Box Lid Replacement for In-Lid Mounted Antenna/transceiver	1	LS	37.71 37.98 47.83	
4	Water Meter Box Replacement (Christy B-16)	111	EA	363.94	\$40,397.34
5a	Furnish 5/8" Water Meter	2,975	EA	251.16	\$747,201.00
5b	Furnish 3/4" Water Meter	420	EA	269.48	\$113,181.60
5c	Furnish 1" Water Meter	246	EA	302.06	\$74,306.76
5d	Furnish 1-1/2" Water Meter	15	EA	692.37	\$10,385.55
5e	Furnish 2" Water Meter	6	EA	834.92	\$5,009.52
5f	Furnish 3" Water Meter	3	EA	2,715.19	\$8,145.57
5g	Furnish 4" Water Meter	3	EA	3,455.08	\$10,365.24
6a	Replace Water Meter – 1" and smaller	3,641	EA	165.46	\$602,439.86
6b	Replace Water Meter – 1.5" and 2"	21	EA	468.25	\$9,833.25
6c	Replace Water Meter – 3"	3	EA	702.37	\$2,107.11
6d	Replace Water Meter – 4"	3	EA	702.37	\$2,107.11
7	Furnish AMR Endpoint	3,668	EA	INCLUDED	W/METER
8	Install AMR Endpoint	3,668	EA	INCLUDED	W/METER INSTALL
9	Automated Meter Reading System Equipment and Software	1	LS	16,476.33	\$16,476.33
10	Ongoing Services <sup>1</sup> Maximum annual escalation = <u>3</u> %	1	YR	4,666.88	INCL IN YR #1
11	Construction Funding Signage	1	LS	5,000.00	\$5,000.00
Total Bid Price					<b>\$2,052,865.92</b>
<sup>1</sup> Provide price for first year of ongoing services. Maximum annual escalation will be used to project 20-year lifecycle cost of ongoing services. Proposer shall provide ongoing services for subsequent years at the stated maximum annual escalation.					

Proposer/Contractor Company Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

### 1.4 DESIGNATION OF SUBCONTRACTORS

In compliance with Public Contract Code section 4100 et seq. each bidder shall set forth below the(a) name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of 1% of the Contractor's total bid, (b) description of the type of work to be performed by each such subcontractor, and (c) portion of the work (expressed in dollar amount) that will be performed by each such subcontractor.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Agency setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Subcontractor License No.	Description of Subcontractor Work	Estimated Portion of Work (in%)
N/A - Ferguson will be completing the entire project without any subcontractors.			

**1.5 BID BOND \*Bid Bond has been provided in the 4 hard copies submitted.**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

\_\_\_\_\_, Contractor as Principal; and  
\_\_\_\_\_, as Surety, are hereby held and bound  
unto **Georgetown Divide Public Utility**  
**District**, hereinafter called the District, in the \_\_\_\_\_ (Contractor as Principal) sum  
of \$ \_\_\_\_\_ which sum is equal to at least **ten percent** of the total amount of the Bid, payment of  
which sum, to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of the following public works project:

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

NOW, THEREFORE,

(a) If the Bid is rejected, or in the alternate,

(b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto and shall deliver proof of insurance (all completed in accordance with the Contract Documents), and shall in all other respects perform the agreement created by the acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

(Seal)

\_\_\_\_\_

(Surety)

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

**1.6 EXPERIENCE QUALIFICATIONS**

The Bidder has been engaged in the contracting business, under the present business name for 2\* years. Experience in work of a nature similar to that covered in the Bid extends over a period of 68 years.

*\*Ferguson converted to an LLC in March 2019. Previously known as Ferguson Enterprises Inc.*

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

N/A

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The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
<u>Feb 2021-Jun 2021</u>	<u>Delhi County WD</u>	<u>AMI/Full Meter Change</u>	<u>\$1,200,000</u>
<u>Jan 2018-Feb 2021</u>	<u>East Valley WD</u>	<u>AMI/meter-lids</u>	<u>\$7,000,000</u>
<u>Dec 2019-Jun 2020</u>	<u>Mission Springs WD</u>	<u>AMI/meters-lids</u>	<u>\$4,675,000</u>
<u>Mar 2017 -Mar 2018</u>	<u>City of Buena Park</u>	<u>AMI/meters-lids</u>	<u>\$6,500,000</u>

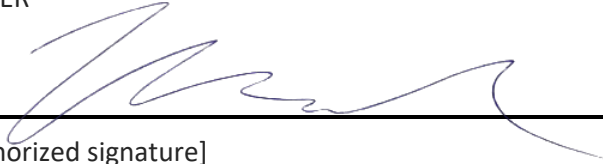
The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
<u>6</u>	<u>Ford Transit Vans (Cones, with Company Name)</u>	<u>Good</u>	<u>California</u>
<u>2</u>	<u>Ford F250 Pickup Trucks (Cones, with Company Name)</u>	<u>Good</u>	<u>California</u>
<u>Numerous Kits</u>	<u>Meter Installer tools to complete standard meter change-outs (Wrenches, pumps, shovels, pri-bars, safety gear, etc.)</u>	<u>Good</u>	<u>California</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Executed on August 19, 2021, at California, \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER



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[Authorized signature]

Ferguson Enterprises, LLC dba Ferguson Waterworks

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[Company/firm name]

Michael Balla

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[Name]

California Area Manager

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[Title]



## 1.7 EQUAL EMPLOYMENT CLAUSE

(40 CFR 60-8.4(b) and EO 11246 & 11375 & 12086)

The Federal Equal Employment Opportunity Law requires that all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The required notice follows this section.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The required notice follows this section.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the

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Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**1.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

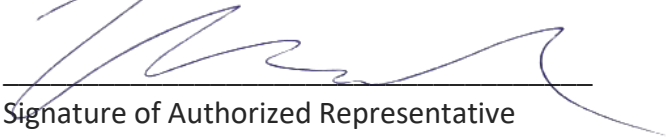
Name of Company/Entity: Ferguson Enterprises, LLC dba Ferguson Waterworks

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

Michael Balla, California Area Manager

Name and Title of Authorized Representative (Typed/printed)

  
Signature of Authorized Representative

8/19/2021

Date

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I am unable to certify to the above statements. My explanation is below.

[RESERVED FOR EXPLANATION OF INABILITY TO CERTIFY TO SECTION 1.8]

Explanation:

N/A

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**1.9 NON COLLUSION AFFIDAVIT\* \*Signed & notarized form has been provided within the 4 hard copies submitted.**

[TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID]

State of California County of \_\_\_\_\_,  
\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
\_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the bid is genuine and not collusive or sham;  
that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder  
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not  
in any manner, directly or indirectly, sought by agreement, communication, or conference, with  
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost  
element of the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all statements  
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his  
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data  
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company  
association, organization, bid depository, or to any member or agent thereof the effectuate a collusive  
or sham bid.

By: \_\_\_\_\_

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on  
the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the  
instrument.

Subscribed and sworn to before me on \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\*Note: Public Contracts Code 7106 requires this non-collusion affidavit be submitted with a bid for any  
public works contract of a public entity.

**[RESERVED FOR NOTARY]**

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**1.10 NONDISCRIMINATION CLAUSE**

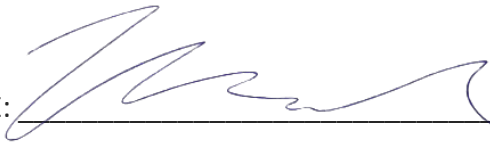
1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR  
SUBCONTRACTOR NAME: Ferguson Enterprises, LLC dba Ferguson Waterworks

CERTIFIED BY:  
  
NAME: Michael Balla TITLE: California Area Manager

SIGNATURE:  DATE: 8/19/2021

# **SECTION 8**

## DBE GOOD FAITH EFFORT DOCUMENTATION





**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

**N/A - Ferguson will not be using any subcontractors for this project.**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

**N/A - Ferguson will not be using any subcontractors for this project.**

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**Send completed Form 4500-2 to:**  
 Mr. Joe Ochab, DBE Coordinator  
 US EPA, Region 9  
 75 Hawthorne Street  
 San Francisco, CA 94105

**FORM 4500-2 (DBE Subcontractor Participation Form)**



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

**N/A - Ferguson will not be using any subcontractors for this project.**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

**FORM 4500-3 (DBE Subcontractor Performance Form)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

**N/A - Ferguson will not be using any subcontractors for this project.**

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**FORM 4500-3 (DBE Subcontractor Performance Form)**



## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

**N/A - Ferguson will not be using any subcontractors for this project.**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. ___ YES ___ NO If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.  
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

**FORM 4500-4 (DBE Subcontractor Utilization Form)**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

**N/A - Ferguson will not be using any subcontractors for this project.**

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**FORM 4500-4 (DBE Subcontractor Utilization Form)**



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS (CASRF)  
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/___ through 09/30/___		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. <u>Recipient's Name and Address:</u>			6. <u>Recipient's Contact Person and Phone Number:</u>		
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative			12. Date		

**Email Form UR-334 to:**

[DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) OR [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov)

**Questions may be directed to:**

Barbara August, SWRCB  
[Barbara.August@waterboards.ca.gov](mailto:Barbara.August@waterboards.ca.gov)  
 Phone: (916) 341-6952  
 Fax: (916) 327-7469

**\*\*Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

*\*Click here to return to Table of Contents.*

# **APPENDIX A**

## PRODUCT SPECIFICATION SHEETS



# Be Confident with Sustained Accuracy Over Time

## Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 5/8", 3/4", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900i™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service



## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

### Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

### Maximum Operating Water Pressure

- 175 psi

### Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

## Options

### Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

### Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

### Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

### Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

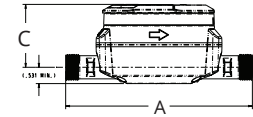
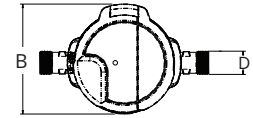
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

## System Compatibility

- Available in MACH 10)R900i and MACH 10)TC configurations for an integrated radio solution.

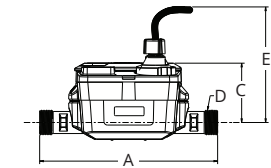
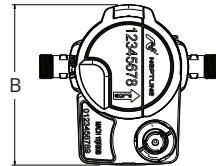
## MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½"
¾"	9"	4⅞"	2⅞"	1" - 11½"
¾" SL	7½"	4⅞"	2⅞"	1" - 11½"
¾" x 1"	9"	4⅞"	2⅞"	1¼" - 11½"
1"	10¾"	4⅞"	2⅞"	1¼" - 11½"
1" x 1¼"	10¾"	4⅞"	2⅞"	1½" - 11½"



## MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½"	5⅞"
¾"	9"	6¾"	2⅞"	1" - 11½"	5⅞"
¾" SL	7½"	6¾"	2⅞"	1" - 11½"	5⅞"
¾" x 1"	9"	6¾"	2⅞"	1¼" - 11½"	5⅞"
1"	10¾"	6¾"	2⅞"	1¼" - 11½"	6⅞"
1" x 1¼"	10¾"	6¾"	2⅞"	1½" - 11½"	6⅞"



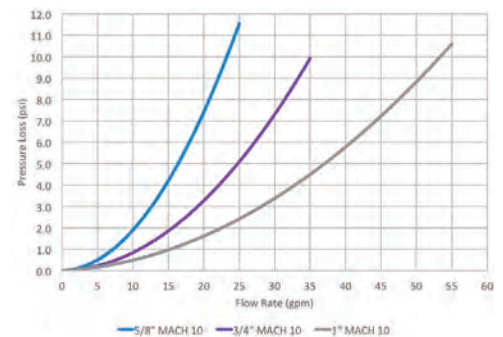
## Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

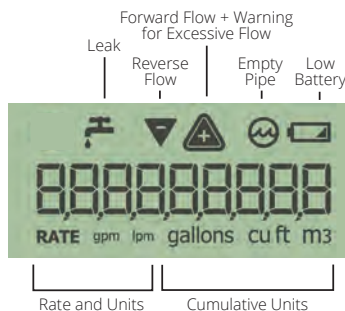
## Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

## Pressure Loss



## LCD DISPLAY



LoRa Alliance Certified™



# Be Confident with Sustained Accuracy Over Time

## Neptune® MACH 10® Ultrasonic Meter



Because the Neptune® MACH 10® ultrasonic water meter has no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter. The MACH 10 combines solid state metrology with a corrosion-resistant, lead-free, high-copper alloy maincase, built to withstand demanding service conditions – internal water pressure, rough handling during installation, and in-line piping stresses.

- Sizes 1½" and 2"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900™ seamlessly integrates R900® radio for easy installation



## Specifications

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

### Application

- Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

### Maximum operating water pressure

- 175 psi

### Operating water temperature range

- +33°F to +122°F (+0.5°C to +50°C)

## Options

### Sizes

- 1½"
- 2"

### Units of measure

- U.S. gallons, Imperial gallons, cubic feet, cubic meters

### Meter options

- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

### Environmental conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

## AMR/AMI Compatibility

- All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

## Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

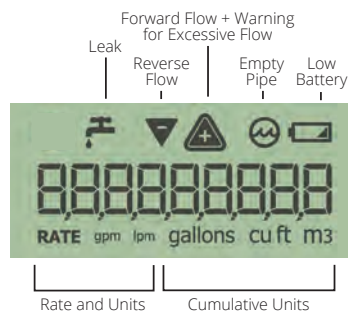
## Dimensions

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 <sup>7</sup> / <sub>32</sub>	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 <sup>14</sup> / <sub>32</sub>	163.5	OVAL

## Registration

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

## LCD DISPLAY



# Superior Accuracy. Zero Maintenance.

## Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3" through 12"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss
- UL Listed and FM Approved



## Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

### Application

- Cold water measurement of flow in potable, combination potable and fire service, and reclaim/secondary water applications.

### Maximum Operating Water Pressure

- 175 psi

### Operating Water Temperature Range

#### Temperature Range

- Meets AWWA C-715 accuracy specifications for water temperatures from 33°F to 122°F (+0.5°C to 50°C).

### Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

## Options

### Units of Measure

- U.S. gallons, cubic feet, cubic metres

## Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

## System Compatibility

- Compatible with Neptune R900® and CMIU. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

## Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	
			Standard	Fire Service
3"	0.50 U.S. gpm	0.75 to 500 U.S. gpm	500 U.S. gpm	420 U.S. gpm
4"	0.75 U.S. gpm	1.5 to 1250 U.S. gpm	1250 U.S. gpm	1100 U.S. gpm
6"	1.0 U.S. gpm	2.0 to 2000 U.S. gpm	2000 U.S. gpm	1800 U.S. gpm
8"	2.5 U.S. gpm	4.0 to 4000 U.S. gpm	4000 gpm	TBD
10"	4.0 U.S. gpm	6.0 to 6500 U.S. gpm	6500 gpm	TBD
12"	5.0 U.S. gpm	8.0 to 8000 U.S. gpm	8000 gpm	TBD

## Dimensions

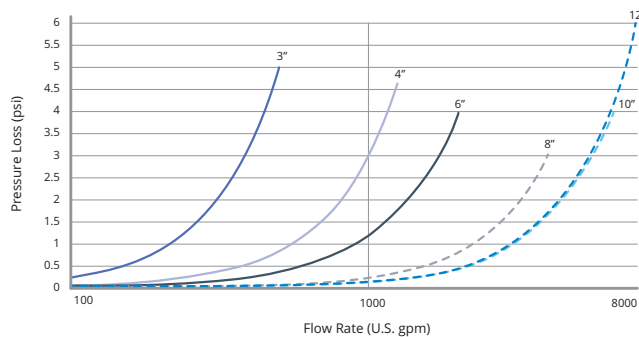
Meter Size	Length	Height	Weight
3"	12"	9½"	39 lbs
	17"	9½"	42 lbs
4"	14"	11"	51 lbs
	20"	11"	57 lbs
6"	18"	12¾"	79 lbs
	24"	12¾"	91 lbs
8"	20"	19"	165 lbs
10"	26"	21"	275 lbs
12"	19.7"	25"	300 lbs

## Registration

High Resolution (8-digit reading)	3"	4"	6"	8"	10"	12"
1 U.S. Gallons	✓	✓				
10 U.S. Gallons			✓	✓	✓	✓
0.1 Cubic Feet	✓	✓				
1 Cubic Feet			✓	✓	✓	✓
0.01 Cubic Metres	✓	✓				
0.1 Cubic Metres			✓	✓	✓	✓

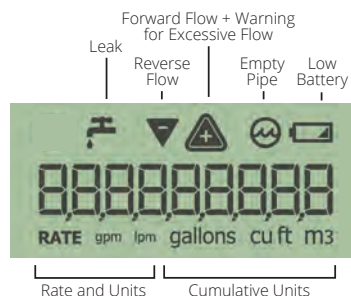
## Pressure Loss

This chart shows typical meter performance. Individual results may vary. Pressure loss for sizes 8", 10", and 12" is estimated.



## LCD Display

9-digit display for extra resolution on manual reads.





# MACH 10<sup>®</sup> Ultrasonic Meter

## Why did Neptune<sup>®</sup> design the MACH 10<sup>®</sup> ultrasonic meter with a bronze maincase?

The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling, and in-line piping stress. With the MACH 10 there is no concern over the breakage of plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase must be designed to last the meter's life as well.

## Does the MACH 10 utilize a battery?

Yes. All solid state meter technologies require a battery to operate. The battery powers the metrology and the LCD odometer.

## Does MACH 10's LCD remain on when the lid is closed?

No. A photocell senses when the lid is closed and turns off the LCD for battery conservation.

## What if the lid is broken off the MACH 10, will the LCD remain on?

No. After a few minutes the LCD will power down for battery conservation. The LCD can be reactivated by temporarily covering the photocell.

## Can the MACH 10 be installed in flooded meter pit applications?

Yes. The MACH 10 electronics and battery are fully potted, suitable for submersion in a pit environment.

## What happens if an empty pipe condition occurs?

The MACH 10 will display an empty pipe icon.

## Can the MACH 10 register reverse flow?

Yes. The MACH 10 is capable of measuring reverse flow accurately. The LCD odometer will run in reverse when reverse flow occurs. A flag is set in the meter firmware to communicate this occurrence to the host software for notification when the meter is read. The MACH 10 communicates reverse flow exactly like the E-CODER<sup>®</sup>.

## What meter protocol does the MACH 10 output?

MACH 10 outputs standard E-CoderPLUS protocol and is compatible with Neptune R900<sup>®</sup>, R450<sup>™</sup>, Pocket ProReader, and Advantage Reading System as well as competitive AMR/AMI endpoints.

## Is the MACH 10 AMR/AMI capable?

Yes. The MACH 10 is compatible with Neptune and third-party AMR/AMI meter reading systems.

## Does the MACH 10 have any internal moving parts?

No. The MACH 10 utilizes "transit time" ultrasonic technology featuring no moving parts.

## What is the pressure rating of the MACH 10?

Maximum operating water pressure is 175 psi.

## Does the MACH 10 have excessive pressure loss due to the flow conditioner and mirrors inside the maincase?

No. The pressure loss meets AWWA C715.

### What sizes are offered in the MACH 10?

The MACH 10 is offered in all the same sizes that are available in our 5/8" – 2" T-10®, HP Turbine, and TRU/FLO® product lines.

### Can the MACH 10 easily retrofit existing PD, turbine, and compound meter installations?

Yes. The MACH 10 meter lay lengths are the same as common PD, turbine, and compound meter lay lengths for drop-in replacements.

### Can the register be replaced on the MACH 10?

No. The electronic register of the MACH 10 is permanently potted and sealed as part of the meter assembly for protection against moisture intrusion.

### Can the MACH 10 battery be replaced?

No. The battery in the MACH 10 is permanently potted and sealed as part of the meter assembly for protection against moisture intrusion.

### Does accuracy diminish over time with the MACH 10?

No. A benefit of solid state meter technologies is no moving parts, so no wear over time that can diminish meter accuracy.

### Is the blue rubber seal a critical sealing point for eliminating moisture intrusion?

No. The meter electronics and battery inside the enclosure are fully potted. The blue rubber seal is primarily installed for aesthetic reasons.

### Is a ground strap required for the MACH 10?

No. The maincase is continuous bronze for continuity. Check your local ordinances though to make sure ground straps are not required on (all) inside set meters in your state.

### What is the significance of the serial number on the dial face?

This number will be used to identify the meter.

### Is the MACH 10 bronze maincase "lead free"?

Yes. Just like all Neptune meters, the MACH 10 meter is lead free and NSF/ANSI 61-G approved.

### Does the MACH 10 measure the speed of particles moving with the flow of water?

No. The MACH 10 measures fluid velocity by measuring transit times of upstream and downstream ultrasonic waves; the difference in these times is proportional to flow rate. Volume is determined by the multiplication of the velocity of water, area of the pipe, and elapsed time.

### How will I know if a MACH 10 battery is low on power?

The MACH 10 features low battery detection and notification. A low battery icon will flash on the LCD panel. With enhanced R900 v4, the low battery condition will also be reported to the host software for reporting.

### How much lower will the 5/8" MACH 10 measure flow than a 5/8" T-10 with accuracy of 100%+/- 3.0%?

The 5/8" MACH 10 is capable of measuring down to 1/20 gpm for the life of the meter.

### Does the MACH 10 provide data logging?

Yes, when connected to an R900 v4 or newer MIU.







A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

## E-CODER®)R900i™

### Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900i™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit endpoint itself, providing two-way communications of advanced metering data. The E-CODER®)R900i's interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

### Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER®)R900i has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER®)R900i can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

### Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER®)R900i can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER®)R900i to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER®)R900i can help your utility make better, more confident decisions.



### KEY BENEFITS

#### Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the “modes” in the MIU

#### Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

#### Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

#### Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

## Technical Specifications

### Electrical Specifications

- MIU power: Lithium battery with capacitor

### Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz

- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

### Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

### Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell

- Lens:
  - Inside set: plastic
  - Pit set: glass

### Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

## Options

### Compatibility

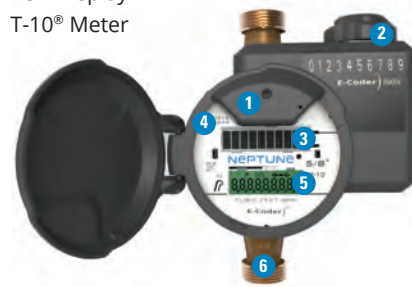
- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

## Warranty

20 years (10/10); refer to specific Warranty Statement

- 1 Internal Antenna
- 2 Optional Antenna Port
- 3 Solar Panel
- 4 Date of Manufacture
- 5 LCD Display
- 6 T-10® Meter



	<p><b>FLOW INDICATOR</b> Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.</p>
	<p><b>LEAK INDICATOR</b> Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during a 24-hour period.</p>
<p><b>RATE</b></p>	<p><b>RATE OF FLOW</b> Average flow rate is displayed every twelve seconds on LCD display.</p>
	<p><b>LCD DISPLAY</b> Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres.</p> <ol style="list-style-type: none"> <li>1 E-CODER basic reading/customary 6-digit remote reading</li> <li>2 Customary sweep hand digits</li> <li>3 E-CoderPLUS reading (8-digit remote reading)</li> <li>4 Testing units used for diagnostics</li> <li>5 Extended reading units</li> <li>6 Customary billing units</li> </ol>





A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# R900<sup>®</sup> Belt Clip Transceiver

## Automate Measurement to Activate Operational Efficiency

As part of the Neptune<sup>®</sup> R900<sup>®</sup> System, the R900<sup>®</sup> Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900<sup>®</sup> MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

## Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT<sup>®</sup> devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

## Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll<sup>1</sup>. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



## KEY BENEFITS

### Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

### No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

## KEY BENEFITS CONTINUED

### Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

### Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

<sup>1</sup>Contact Neptune Customer Support for the latest device and operating system compatibilities.

## Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N\_SIGHT® version 4.7 or later

### Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

### Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices<sup>1</sup>

### Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

### Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

### Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

### Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

### Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

### Approvals

- FCC Class B
- IC

## Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	<i>*Advantage/Pocket ProReader and data logging not supported in Android NGO app.</i>
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	





A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

# MRX920™ Mobile Data Collector and MX900™ Software

## Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.

Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office<sup>1,2</sup>.

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

## Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.



## KEY BENEFITS

### Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

### Simple Access to Actionable Data

- Esri-powered GIS maps<sup>1</sup> show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N\_SIGHT® in real time<sup>1</sup>
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

### Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

<sup>1</sup> Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.

<sup>2</sup> Cellular or Internet connection required.

## Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

## Specifications

### Physical Specifications

- Dimensions: 8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

### Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter

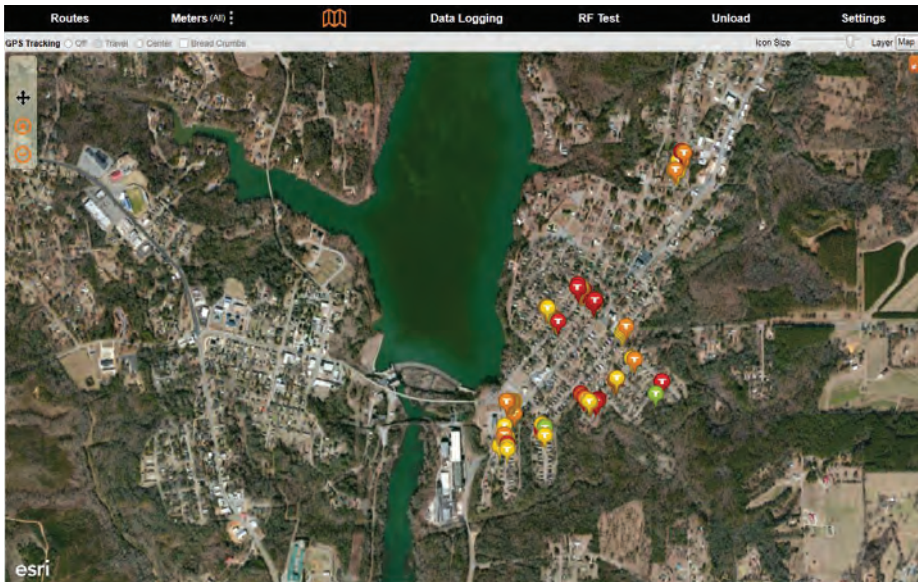
Date	Reading	Consumption
02/11/2016	314350.6	57.7
02/10/2016	314292.9	57.8
02/09/2016	314257.1	52.8
02/08/2016	314204.3	20.2
02/07/2016		
02/06/2016		
02/05/2016		
02/04/2016		
02/03/2016		
02/02/2016		
02/01/2016		
01/31/2016		
01/30/2016		
01/29/2016	313578.3	104.6
01/28/2016	313474.8	52.8
01/27/2016	313421.2	38.7
01/26/2016	313383.3	46.7
01/25/2016	313336.6	73.8

Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

### Environmental Conditions

- Operating temperature: -4°F to +122°F (-20°C to +50°C)
- Storage temperature: -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity



# Neptune<sup>®</sup> 360<sup>™</sup> Data Management Platform

A Product of Neptune Technology Group





# Turn Information into Action

Data is just data unless you can use it effectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all — empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.



## Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



### Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.



### A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

## Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering

collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



### An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.



### Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

## METERS MATTER

Stream critical actionable data right into Neptune® 360™.



## WALK-BY DATA

Sync collected data easily.



## FUTURE PROOF AMI

Connect AMI network data.



## MOBILE

Incorporate mobile data collection.



## BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



## THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



## CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.



- + ACT QUICKLY
- + PLAN FOR THE FUTURE
- + MANAGE GROWTH

## Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

## Specifications

### Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

### Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

## Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



# 96

days of hourly  
historical  
consumption



Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.





# Neptune® 360™ Software-as-a-Service

The Neptune® 360™ Cloud Platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

## Description of Services

The Neptune 360 Software-as-a-Service subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 Platform which includes:
  - Neptune 360 Web App
  - Neptune 360 Mobile App
  - Neptune 360 Sync (required for Trimble Handheld compatibility) and
  - Application Programming Interfaces (if applicable)
- 24x7 Application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates requirements
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays, and email support at support@neptunetg.com

## Service Level Objectives

- **Availability.** Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- **Ticket Issuance.** Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- **Response Time.** The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.

## Data Ownership

All data that is received from Neptune 360 Cloud Platform is captured, processed, stored, and accessed within the country in which the utility customer resides. Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the Software-as-a-Service Subscription, Neptune will no longer provide the Service and Customer may no longer use the Application. Following such expiration, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration, Neptune will use commercially reasonable efforts to provide an export or download of any Customer Data in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data.

## Application Programming Interfaces

- **License.** For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, the Subscription includes a non-exclusive, non-transferable license to use APIs as well as related documentation required for their implementation.
- **Limitations on Rights of Use.** Customer shall not use the API for any other purpose except as expressly authorized in writing. Customer has no rights to the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. Any rights in API(s) and the Documentation not expressly granted to Customer in writing shall remain with Neptune.
- **Upgrades.** Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third-party software or programs, or changes to the SaaS.
- **Third-Party Use.** Customer acknowledges and agrees that the license shall not extend to any third-party of Customer and if Customer desires to engage third parties to utilize Neptune's APIs for development or any other purposes, Neptune's prior written consent must be obtained. Upon receiving consent, the third-party must enter into a separate agreement with Neptune prior to using the APIs.

## Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.



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# **APPENDIX B**

## REFERENCES

## APPENDIX B - REFERENCES

The following four references are each **AMR Systems** with **R900i Endpoints** and **Ultrasonic Meters**.

**Fontana Water Company**  
*50,000 services*

**Contact:** Mario Martinez

**Phone:** (909) 822-2201

**Project Description:** Full R900 AMR Solution with Neptune T 10 and MACH 10 Meters.

**San Gabriel Valley Water Company**  
*50,000 services*

**Contact:** Leo Barrera

**Phone:** (909) 730-5554

**Project Description:** Full R900 AMR Solution with Neptune T 10 and MACH 10 Meters.

**Arvin Community Services District**  
*4,200 Services*

**Contact:** Raul Barraza

**Phone:** (661) 205-6432

**Project Description:** Full R900 AMR Solution with MACH 10 Meters.

**Santa Ynez River Water Conservation District**  
*3,900 Services*

**Contact:** Richard Armstrong

**Phone:** (805) 896-7706

**Project Description:** Full R900 AMR Solution with MACH 10 Meters.

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# **APPENDIX C**

## WARRANTIES



# MACH 10® Ultrasonic Meter

## 1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

### a) Lead Free Bronze Maincase

i) 5/8” – 1” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½” – 2” MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

### b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8” – 1” MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½” – 2” MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10® Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

## **2. MACH 10 METER ACCURACY**

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

### **i) 58” – 1” MACH 10**

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of  $\pm 3\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

### **ii) 1 1/2” – 2” MACH 10**

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of  $\pm 1.5\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of  $\pm 3\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

## **3. WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer’s test results. If the meter is returned to Neptune without a copy of the test results or if Neptune’s factory test shows the meter to meet Neptune’s published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune’s option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

## **4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune’s liability is limited to its



costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# 3” to 6” MACH 10® Ultrasonic Meter

## 1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold after 02/01/2020 for potable water or combined potable water and fire service applications will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

### a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

### b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first five (5) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following five (5) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10®
1-5	Replacement Price Discount Full replacement 100%
6	50%
7	40%
8	30%
9	20%
10	10%

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

## 2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of  $\pm 1.5\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of  $\pm 3\%$  for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

### **3. WARRANTY RETURNS**

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, it may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, electronics, or accuracy), whichever is greater.

### **4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

### **5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

# MRX920™ Mobile Data Collector Warranty

## Warranty - Hardware

The warranty on the MRX920 mobile data collector is 12 months from shipment date. If a customer is using a laptop provided by a third party, the laptop is NOT covered under the Neptune warranty. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship, or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of 10 days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

## Extended Maintenance Contract Services

Extended maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services provided during extended period are:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

## NOT included in the Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop provided by a third party
- Antennas
- USB flash drives

## Repair Notes:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is 20 days, excluding transit time. All repairs conducted without maintenance will be charged as time and materials repairs.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the customer.
- Repair warranty is 90 days from shipment date.
- Neptune only supports/repairs the GoBook XR-1 laptop (or previous GoBook III). If the customer chooses to utilize his or her own laptop, it is the customer's responsibility to have that laptop repaired/replaced should problems occur.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



**NEPTUNE**  
TECHNOLOGY GROUP INC.

# MRX920™ Mobile Data Collector Warranty

## Warranty - Software

The warranty on the MX900 Software is 12 months from shipment date. Warranty services provided during warranty period are:

- Free replacement software for software with defects in the media on which the software is delivered
- Replacement software shipped within 48 hours of customer notifying System Support of problem
- Free software upgrades, patches and corrections within warranty period
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



W MRX920 01.11



# **AMERICAN IRON & STEEL MEMO**

## American Iron and Steel Certification

Per Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act 2014, Consolidated Appropriations Act 2017, and the guidance provided by the EPA, water meters do not fall into a category requiring compliance with American Iron and Steel provisions.

Based on guidance from the EPA within the document, "*American Iron and Steel Requirement Guidance (PDF)*", Section 436.(a) (2) specifically identifies the products covered under the Consolidated Appropriations Act, which reads as follows:

*"the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."*

Section 436 (a) (2) does not list water meters as covered under the Consolidated Appropriations Act. EPA has also given further guidance that meters also are not considered "construction materials" as referenced by the Consolidated Appropriations Act. This guidance is also provided within the document, "*American Iron and Steel Requirement Guidance (PDF)*", bullet point 22.

The EPA further clarifies in the document "*Questions and Answers Part 2: Products, Projects and Process (PDF)*", bullet point 14, that water meters, specifically, are not considered construction materials.

For further details, please refer to the following link for copies of the documents mentioned above.  
<https://www.epa.gov/sites/production/files/2015-09/documents/ais-final-guidance-3-20-14.pdf>

Based on the above, water meters are not subject to the American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act 2014, Consolidated Appropriations Act 2017.

Sincerely,



Lawrence M. Russo,  
VP, Finance



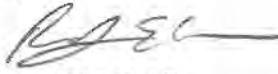
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

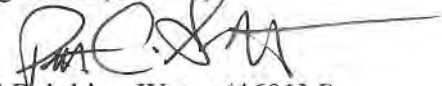
MAR 20 2014

OFFICE OF WATER

**MEMORANDUM**

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76,  
Consolidated Appropriations Act, 2014

FROM: <sup>For</sup> Andrew D. Sawyers, Director   
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director   
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors  
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

*\*Click here to return to Table of Contents.*

# **CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td></td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of North Ameri</td> <td></td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td></td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: ACE American Insurance Company		22667	INSURER B: Indemnity Insurance Company of North Ameri		43575	INSURER C: ACE Fire Underwriters Insurance Company		20702	INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																						
<b>INSURED</b> Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602																						

**COVERAGES**      **CERTIFICATE NUMBER:** W20766400      **REVISION NUMBER:**

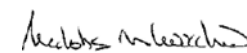
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G72497466	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> self-insured <input checked="" type="checkbox"/> Physical Damage			ISA H25550018	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WLR C67806943	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Workers' Compensation &amp; Employers Liability - AZ/CA/MA Per Statute</b>			WLR C67806980	05/01/2021	05/01/2022	E.L. Each Accident \$2,000,000 E.L. Disease - Pol Lmt \$2,000,000 E.L. Disease-Each Emp \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Policy WLR C67806943 provides coverage for AK, AL, AR, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV.

SEE ATTACHED

<b>EVIDENCE OF COVERAGE</b>          	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Ferguson Enterprises, LLC and Subsidiaries (See Attached Named Insured Schedule)	
<b>POLICY NUMBER</b> See Page 1		12500 Jefferson Avenue Newport News, VA 23602	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**INSURER AFFORDING COVERAGE:** ACE Fire Underwriters Insurance Company **NAIC#:** 20702  
**POLICY NUMBER:** RWC C67807029 **EFF DATE:** 05/01/2021 **EXP DATE:** 05/01/2022

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Workers' Compensation & Employers Liability - WI	E.L. Each Accident	\$2,000,000
Per Statute	E.L. Disease -Pol Lmt	\$2,000,000
	E.L. Disease-Each Emp	\$2,000,000

**FERGUSON ENTERPRISES, LLC**  
**ACTIVE DBA SUBSIDIARY LIST**

<u>Entity Name</u>	<u>Entity Name</u>
AC Wholesalers	Ferguson HVAC – EastWest Air
ACF Environmental (effective 11/16/2020)	Ferguson HVAC – Lyon Conklin
Action Automation, a Wolseley Industrial Group company (eff 8/20/2018)	Ferguson Integrated Services
Action Plumbing Supply (effective 7/15/2019)	Ferguson International
ADL (effective 7/16/2018)	Ferguson Panama, S.A.
Alaska Pipe & Supply	Ferguson Parts & Packaging
Amerock, LLC (effective 1/11/2021)	Ferguson Valve & Automation
Amerock Holdings, Inc. (effective 1/11/2021)	Ferguson Waterworks
Andrews Lighting & Hardware Gallery	Ferguson Waterworks - Municipal Pipe
The Ar-Jay Center	Ferguson Waterworks - Red Hed
Atlantic American Fire Equipment Company	Ferguson Waterworks EPPCO
Avallon Global	Ferguson Waterworks International
BAC Appliance Center	Galleria Bath & Kitchen Showplace
Bath + Beyond	Grand Junction Pipe (effective 9/24/2018)
Bayport Partners, LLC	HM Wallace, Inc.
Blackman Plumbing Supply, LLC (effective 12/11/2018)	H. P. Products Corporation
Brock-McVey (effective 7/30/2018)	HP Logistic, Inc.
Bruce-Rogers Company	Improvement Brands Holdings, Inc.
Build.com, Inc. (fka Improvement Direct, Inc.)	Industrial Hub of the Carolinas
Cal-Steam	Innovative Soil Solutions LLC (effective 7/29/2019)
Capital Distributing (effective 10/29/2018)	James Martin Signature Vanities, LLC (effective 1/28/2019)
City Lights Design Showroom	J&G Products
CFP	Jones Stephens Corp. (effective 8/13/2018)
Clawfoot Supply, LLC	Jones Stephens Global Sourcing (Wuxi) Ltd. (effective 8/13/2018)
Cline Contract Sales	J.D. Daddario Company
Columbia Pipe & Supply LLC (eff 3/13/2020)	Joseph G. Pollard Co.
Custom Lighting & Hardware	JWIT Hydrotherapy Bath Solutions (effective 3/16/2020)
Davies Water	Karl's Appliances
DBS Holdings, Inc.	Kitchen Art (effective 2/4/2019)
Dealernet	Lakeland Plumbing Supply, LLC
Duhig Stainless (effective 3/12/2018)	Lighting Design Center
Energy & Process Corporation	Lighting Unlimited
Equarius Waterworks, Meter & Automation Group	Lincoln Products
Factory Direct Appliance	Linwood Pipe and Supply
Ferguson Bath & Kitchen Gallery	Living Direct, Inc.
Ferguson Bath, Kitchen & Lighting Gallery	Louisiana Utilities Supply Company
Ferguson.com	LUSCO
Ferguson CESCO, Inc.	Mahwah Realty, LLC
Ferguson Direct	Maskir Properties Inc.
Ferguson CeSCO, Inc.	Matera Paper Company, Inc.
Ferguson Enterprises, Inc.	Max Industries, Ltd. (effective 1/28/2019)
Ferguson Enterprises, LLC	McFarland Supply
Ferguson Enterprises of Virginia, LLC	MFP Design (effective 3/25/2020)
Ferguson Facilities Supply (FEI)	Michigan Meter
Ferguson Facilities Supply (for Matera Paper -TX only)	Millennium Lighting, Inc. (effective 8/27/2018)
Ferguson Facilities Supply, Dogwood Building Supply Division (eff 10/22/18)	Mission Valley Pipe (effective 6/3/2019)
Ferguson Fire & Fabrication, Inc.	Mississippi Utility Supply Co. (MUSCO)
Ferguson Fire & Fabrication International	Myers HVAC Supply
Ferguson Heating & Cooling	National Fire Products
Ferguson Hospitality Sales	New Jersey Plumbing Group, LLC
Ferguson HVAC – Air Cold	New York Plumbing Designs, LLC

**FERGUSON ENTERPRISES, LLC**  
**ACTIVE DBA SUBSIDIARY LIST**

<b>PAGE 2 - DBA &amp; SUBSIDIARY LIST</b>	<b>Entity Name</b>
<b>Entity Name</b>	Wolseley de Puerto Rico, Inc.
North Point Plumbing Supply, LLC	Wolseley Financial Services
Orange County Plumbing Group, LLC	Wolseley Industrial Group
Palm Designs LLC	Wolseley Integrated de Mexico S.A. de C.V.
PCS Industries	Wolseley Investments North America, Inc.
PL Sourcing	Wolseley Investments, Inc.
Plumb Source	Wolseley NA Construction Services, LLC
Plumbing Décor	Wolseley NA Finance, Inc.
Plumbing Holdings Corp.	Wolseley Staffing de Mexico S.A. de C.V.
Pollardwater	WPCC Forwarding
Powell Pipe & Supply Co.	Wright Plumbing Supply
Power Equipment Direct Inc.	
Process Instruments & Controls, LLC (effective 9/9/2019)	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
RB Huntington Realty, LLC	
Rencor Controls (effective 3/16/2020)	
Robertson Supply (effective 11/19/2018)	
Rocky Hollow Realty, LLC	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
S.W. Anderson Sales Corporation (effective 11/11/2019)	
Safe Step Walk in Tub, LLC (effective 7/31/2018)	
SG Supply Co.	
Ship-Pac	
Signature Hardware	
SimplyPlumbing, LLC	
SOS Sales	
Southampton Realty Corp.	
Stock Loan Services, LLC	
Supply.com	
Tarpon Wholesale Supplies	
The Davidson Group	
The Plumbing Source	
The Stock Market	
Tinkar Realty, LLC	
TotalFab, LLC	
TPW Kitchen & Bath	
Wallwork (effective 12/10/2018)	
Wanlyn Realty Corp.	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wholesale Group	
Wholesale Group Operations, Inc.	
Wolseley (Barbados) Ltd	



# **ACKNOWLEDGED ADDENDUMS**



GEORGETOWN DIVIDE  
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4356

GEORGETOWN, CALIFORNIA 95634-4240

FAX (530) 333-0442

[gd.pud.org](http://gd.pud.org)

A copy of this Addendum with the signed acknowledgement below must be attached to your bid proposal or your bid may be considered non-responsive.

If you have any questions or concerns regarding this Addendum please contact Asa Utterback at (530) 537-3826 or [autterback@coastlandcivil.com](mailto:autterback@coastlandcivil.com).

Thank You,

Approved by:

Darrell Creeks  
GDPUD  
Operations Manager

Prepared by:

Asa Utterback  
Coastland Civil Engineering  
Senior Engineer

**Proposer's/Contractor's Acknowledgement of Addendum**

**Addendum No. 1**

Signed:

Printed Name: Michael Balla, California Area Manager



GEORGETOWN DIVIDE  
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4155

GEORGETOWN, CALIFORNIA 95631-4240

FAX (530) 333-2442

[gd.pud.org](http://gd.pud.org)


A copy of this Addendum with the signed acknowledgement below must be attached to your bid proposal or your bid may be considered non-responsive.

If you have any questions or concerns regarding this Addendum please contact Asa Utterback at (530) 537-3826 or [autterback@coastlandcivil.com](mailto:autterback@coastlandcivil.com).

Thank You,

Approved by:


Prepared by:

*for*   
\_\_\_\_\_  
Darrell Creeks  
GDPUD  
Operations Manager

  
\_\_\_\_\_  
Asa Utterback  
Coastland Civil Engineering  
Senior Engineer

**Proposer's/Contractor's Acknowledgement of Addendum**

Addendum No. 2

Signed: 

Printed Name: Michael Balla, California Area Manager



Request for Proposals / Request For Bids  
Automated Meter Reading (AMR) and  
Meter Replacement Project

---

Georgetown Divide Public Utility District  
El Dorado County, CA  
July 20, 2021

**SUBMITTAL DUE DATE AND TIME:**

**Thursday, August 19, 2021 3:00 pm**

**Georgetown Divide Public Utility District**

**Attention: Adam Brown**

**6425 Main St, Georgetown, CA 95634**

**Mandatory Pre-Proposal Conference via Microsoft Teams:**

**July 28, 2021 10:00 am PST**

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5.0	Project Schedule.....	11
6.0	Proposal Response to Technical and Functional Questions.....	11

## Attachments

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Attachment A:	District Water System and Service Area .....	A-1
Attachment B:	Map of Existing District Water Services .....	B-1
Attachment C:	Bid Forms and Cost Proposal.....	C-1
Attachment D:	Contract Specification and Scope of Work .....	D-1
Attachment E:	Detail for Existing Water Meters and Box/Lid Installations .....	E-1
Attachment F:	District Standard Construction Contract with Standard Requirements for Federally-Funded Projects .....	F-1
Attachment G:	Prevailing Wage Determinations .....	G-1
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## 1.0 Project Summary

The Georgetown Divide Public Utility District (District) is located in the Sierra Nevada Foothills of Northwestern El Dorado County, approximately 40 miles east of Sacramento, between the Middle and South Forks of the American River near the community of Georgetown. Multiple communities located on the Divide are served by the District including Georgetown, Garden Valley, Kelsey, Greenwood, Cool, and Pilot Hill. The District has a service area of approximately 107 square miles as shown in Attachment A.

The District encompasses high to low density residential intermixed with agricultural land and commercial properties generally located within community centers. The majority of land use consists of single family residential homes.

The District's existing water services are metered, but most of the meters are more than 40 years old with manual read systems. As part of this project the District will be replacing all existing water meters serving District connections and implementing an Automated Meter Reading (AMR) system on all connections served by the District. The key purposes of the system-wide water meter automation upgrades are to improve water conservation and water use efficiency significantly; improve system reliability; and reduce on-going operational costs. A key purpose of this RFP is to select the brand/manufacturer of meters and AMI system to be used in the project and to become the standard water metering equipment for the District.

The District provides water to approximately 3,668 service connections composed of residential, multi-family, commercial, governmental/institutional, and large landscape service for treated water and agricultural for untreated water. Treated water accounts are primarily residential, with approximately 96% of the accounts serving single family residents and 4% serving commercial/governmental accounts. Meter locations vary widely as many parcels served by the District are large and wooded. GIS Maps of the District and its water system are included as Attachment A. GIS Data from the service locations shown on the map in Attachment B and an address listing of water services are also available for download upon request.

It is the intent of this Request for Proposals / Request For Bids (RFP) for the District to obtain competitive proposals for the replacement of all water meters, and the turn-key installation of a single AMR system to serve all connections in the District, including training for District staff for the software and interface portals provided.

This project is funded by or assisted by funding from the Drinking Water State Revolving Fund (DWSRF) program of the United States Environmental Protection Agency (EPA) through the State Revolving Fund (SRF) administered by the California State Water Resources Control Board. Accordingly, all aspects of this project and the work under it shall comply with the requirements of that program, including but not limited to, the Disadvantaged Business Enterprise (DBE) Program, the American Iron and Steel (AIS) Requirements, and the Davis-Bacon (DB) Act federal prevailing wage requirements for DWSRF Projects. Attention is directed to the **Federal Funding Requirements Upon the Contractor** specifications in Attachment D and the related requirements in Attachment F. For the purposes of this solicitation, the proposer shall be considered the Contractor.

The proposals shall include costs for the following equipment and services, as described in detail in **Attachment C** of this the RFP:

1. Project Management and Mobilization
2. Meter Audit
3. Water Meter Box Lid Replacement
4. Water Meter Box Replacement
- 5a-5g Furnish Water Meters



6. Water Meter Replacement
7. Furnish AMR Endpoints
8. Install AMR Endpoints
9. AMR System and Software
10. Ongoing Services

## 2.0 Scope of Work

The scope of work for this proposal is included in Attachment D.

## 3.0 Proposer Response Format

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposers shall bear their own costs and expenses in preparing their proposals, and this RFP does not commit the District to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation of this RFP. All questions must be answered in the order listed in this section and limit the number of pages to the requested page limit per each section. Minimum text height and spacing of body text for responses required in this proposal shall be 11 point with no compression of spacing. Product specification sheets and warranties should be submitted in appendices with the response as designated herein. Attendance at the pre-proposal conference is mandatory.

Submission will be made to:

**Georgetown Divide Public Utility District  
Attention: Adam Brown  
6425 Main St  
Georgetown, CA 95634**

Submit four bound copies and one electronic (pdf format) copy of the proposal via post (not email) no later than **3:00 pm on Thursday, August 19th, 2021.**

Questions about this Request for Proposal should be made in writing and e-mail to the Project Manager, Asa Utterback of Coastland Civil Engineering at [autterback@coastlandcivil.com](mailto:autterback@coastlandcivil.com). All questions must be received by August 11, 2021 at 4:00 pm. Questions via phone will not be accepted.

### Tentative District Schedule:

<b>RFP Issued</b>	Tuesday, July 20, 2021
<b>Mandatory Pre-Proposal Conference</b>	Wednesday, July 28, 2021 at 10:00 am
<b>Cutoff for Requests for Information</b>	Wednesday, August 11, 2021 at 4:00 pm
<b>Proposals Due</b>	Thursday, August 19, 2021 at 3:00 pm
<b>Presentation/Interviews (tentative)</b>	Thursday, August 26, 2021
<b>Selection and Negotiation</b>	Thursday, August 26 <sup>th</sup> – Friday, September 3 <sup>rd</sup>
<b>Board Approval</b>	Tuesday, September 14, 2021

The District reserves the right to modify this RFP at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this RFP at any time.

**Mandatory Pre-Proposal Conference:**

The pre-proposal conference will be held virtually via Microsoft Teams on Wednesday, July 28, 2021 at 10:00 am. Attendance at the pre-proposal conference is mandatory. Proposers shall contact the Project Manager, Asa Utterback of Coastland Civil Engineering at [utterback@coastlandcivil.com](mailto:utterback@coastlandcivil.com) no later than Monday, July 26 at 4:00 pm to obtain a link to access the meeting.

### 3.1 Proposal

Proposals shall be submitted per the following format:

TABLE OF CONTENTS:

- Section 1: Cover Letter (2 page maximum)  
The cover letter should include the following:
- Introduction of proposal company
  - Address
  - Phone number
  - Include the name, signature and contact information of an authorized binding official who is authorized to answer questions regarding the company’s proposal.
  - Include the name of the manufacturer of the proposed AMR System and product name.
- Section 2: Proposer Certification of Exceptions taken to the RFP, summary of proposed equipment and system, Technical Requirement Verification, Answers to technical and functional questions following format of Attachment H. (Certification and Exceptions (1-2 pages); Summary (1-2 pages); Technical Requirement Verification (3-5 pages), Questions and answers (10 page maximum))
- Section 3: Vendor/Contractor Project Team Experience and Qualifications. Provide company size, performance history, qualifications and experience information for each company involved as a key member, including but not limited to manufacturer, vendor and installation contractor. Information provided shall detail the number of units installed of the proposed products and years in service as relevant to the specifications in this RFP. (8 page maximum)
- Section 4: Provide an organizational chart of the project team committed to this project along with their role. Provide brief biographical resumes of key team members. (6 page maximum)
- Section 5: Project Schedule (2 page maximum, 11x17 pages allowed)
- Section 6: Complete description of proposed metering solution, including descriptions of the proposed AMR system, endpoints, replacement meters, and software. The proposed solution shall be consistent with the District’s requirements as set forth in the Scope of Work attached to this RFP as Attachment D. Summarize items included as appendices to the proposal. (3 page maximum)
- Section 7: Cost Proposal and Bid Forms. The cost proposal/bid schedule shall be completed for all of the work as specified in Attachment D. Table C1 is to be completed based on the Proposer’s prices bid to complete all items proposed. All bid forms shall be completed and included in Section 7.

Pricing information submitted will be used by the District along with submitted life expectancies/warranties to assess 20-year lifecycle costs of the proposed systems.

Section 8: DBE Good Faith Effort Documentation . With the proposal submittal, Proposers shall provide completed Good Faith Effort documentation as Section 8 of the proposal. Submitted Good Faith Effort shall fully comply with the requirements of these specifications and the requirements in *Exhibit N Disadvantaged Business Enterprise (DBE) Requirements* of the Attachment F District Standard Construction Contract with Standard Requirements for Federally-Funded Projects. Failure to comply with these requirements will disqualify the complete proposal at the discretion of District and subject to review and approval by the California State Water Resources Control Board.

The following information shall be included as appendices to the proposal.

- Appendix A Product data/specification sheets for all AMR system components and metering products in proposal. **Complete copies of any license agreements required for the District to use the proposed software and/or equipment shall be provided in Appendix A as well.**
- Appendix B Public agency references broken down in up to three categories (1-AMR System; 2-endpoint type; 3-ultrasonic or electromagnetic meters). Provide four references for each. Use of the same reference persons for multiple facets of the system is allowed and encouraged. References who cannot be readily contacted may result in a zero score for their part of the averaged scoring.
- Appendix C Warranties as they apply to each of the proposed items in Appendix A.

Proposals will be reviewed to determine if the Proposer meets the minimum qualifications necessary to complete the Scope of Services required for the Project. Proposals not meeting minimum qualifications will be disqualified from further consideration at the sole discretion of the District. The District may seek written clarification from any or all Proposers in order to better understand and evaluate the proposed metering solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

**The Proposer shall certify in the proposal that the Proposer takes no exceptions to this RFP**, including but not limited to all of the attachments, or if exceptions are taken, clearly indicate in the proposal those exceptions taken. **Unless otherwise indicated in its proposal, each Proposer shall be deemed to have accepted all such terms and conditions as may be specified in this RFP, the attachments and any and all addenda related thereto.**

### 3.2 Presentation / Interview

**Presentation/interviews are anticipated to occur on August 26, 2021. This date is subject to change.** The District plans to interview the three (3) top-ranked, qualified proposers. The number of proposers to be interviewed may be changed at District discretion. Selected proposers are to provide a 45- to 60-minute presentation of the proposed AMR system, including:

1. Operation and use of the District Operations portal,
2. Overview and example of the proposed training,
3. Explanation of included software support services, and
4. Demonstration of endpoint activation and field verification.

Team members required to be included in the presentation / interview are: the proposed project manager, field supervisor, and lead training person. Proposers may include other team members in the presentation at their discretion. After the presentation, the proposer’s team will be asked to respond to questions from the panel, as needed, regarding the presentation and the submitted proposal.

The District is prepared to hold in person interviews to the extent that it is feasible for the interviewees, and provisions will be made for appropriate social distancing and health protective measures. An exception will be made if health and safety concerns make it infeasible for key members to be present; accommodations can be made for the remote participation of up to two team members. District staff will be participating live and in person. Proposers are responsible for coordination and setup of any technology required for the virtual participation of team members.

### 4.0 Selection Criteria

All proposals received will be reviewed and evaluated by a committee. This committee will assess the qualifications and select the proposers to be interviewed based upon the criteria and scoring.

Each of the technical categories will be evaluated to determine the best score by the following criteria. The review committee will make a recommendation to award the contract or contracts based on the criteria set forth below:

Evaluation criteria	Description	Approximate Weighted value (100 pt target)
Qualifications, Experience and History of Proposed Vendor Team	Size, qualifications and experience of proposed vendor and/or contractor. Demonstrate quantity and duration of proposed AMR water systems and meter equipment in use. Also show amount of installations performed by the proposed installation company.	20% / 20 points

Technical Requirements /System Capabilities	Degree to which proposed system addresses technical specifications, performance requirements, and desirable functions. Proposed solution must meet all of the RFP technical requirements. Preferred AMR and meter features and benefits will be scored higher. Features and benefits of water conservation and management tools provided are also of high value. Compatibility with the District’s billing software will also be considered.	30% / 30 points
Reference Rating of Product Quality, Reliability, Ease of Use & Customer Service	Product quality, reliability, ease of use and customer service experienced and ranked by listed references and District. Listed references and District operations manager will be asked to rank the proposed products and services on a scale of 1 to 10 on a prescribed list of questions or qualities. The average value of their composite ranking will be multiplied by 2.	20% / 20 points
20-year Life Cycle Cost	The engineer’s estimate will be divided by the total present value of the 20-year life cycle cost analysis (Table C1 Project Costs plus Table C2 Designated Life Cycle Costs). The result will be multiplied by 30 to determine the point value. Proposed costs totaling less than the Engineer’s estimate will be worth more than 30 points.	30% / 30 points

Interviewed proposers will be scored separately for their interview by a panel of District staff. The panel members may differ from the proposal review committee. The proposer’s score will be added to the score assigned by the proposal review committee to determine to final rankings.

Interview	Panel scoring of suitability of proposed AMR system components for District needs based on presentation and responses to questions	30 points
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The top ranked proposer, based upon the combined proposal and interview scoring, will be selected for contract negotiation of a contract based on the proposed scope. Upon successful negotiation of contract scope and fee, selected proposer will be recommended for contract approval by the District Board of Directors. At District discretion, if agreement upon a suitable contract scope and fee is not reached with top ranked proposer, District may terminate negotiations and enter negotiations with the next highest ranked proposer.

The District reserves the right to reject any or all proposals and to waive any and all irregularities to choose the Proposer and may amend the scope of this RFP at any time, which the District believes, in its sole discretion, best serves the District’s interest. The District expects to complete its evaluation process to select one or more qualified Proposers, but reserves the right to change key dates and actions as the need arises. The proposals received in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate. The District reserves the unqualified right to modify and/or suspend any and all

aspects of the RFP, to request further information from any company or person responding to the RFP, to waive any defect as to form or content of this RFP or any response thereto, to extend deadlines for accepting responses or accept amendments to responses after expiration of deadlines and to reject any and all responses to the RFP.

The selected Proposer shall be required to execute a contract with the District that will be subject to Board approval. **The District anticipates Board award of this contract at the September 14, 2021 meeting. This date is subject to change.** The contract will incorporate all legal requirements and provisions required for implementation of the metering solution. The District's standard construction contract with the added Standard Requirements for Federally-Funded Projects is included as Attachment F.

## 5.0 Project Schedule

Following Board approval of the contract, the meter replacement and AMR system installations shall be completed within 9 months of the date upon which the District gives the selected Proposer a notice to proceed. The field installation work shall be completed within 6 continuous months after the beginning of field installation work. **Where extended material delivery times are anticipated, proposer shall document in the proposal the basis for requesting additional time along with a critical path method (CPM) schedule documenting the impact of material delivery and the total amount of time planned and requested for completion of this contract work.**

Installation schedule shall accommodate delivery of meter change-out data according to timeframes needed by District to provide continuity of billing. Demonstrated ability to meet schedule requirements is part of the Technical Requirements scoring.

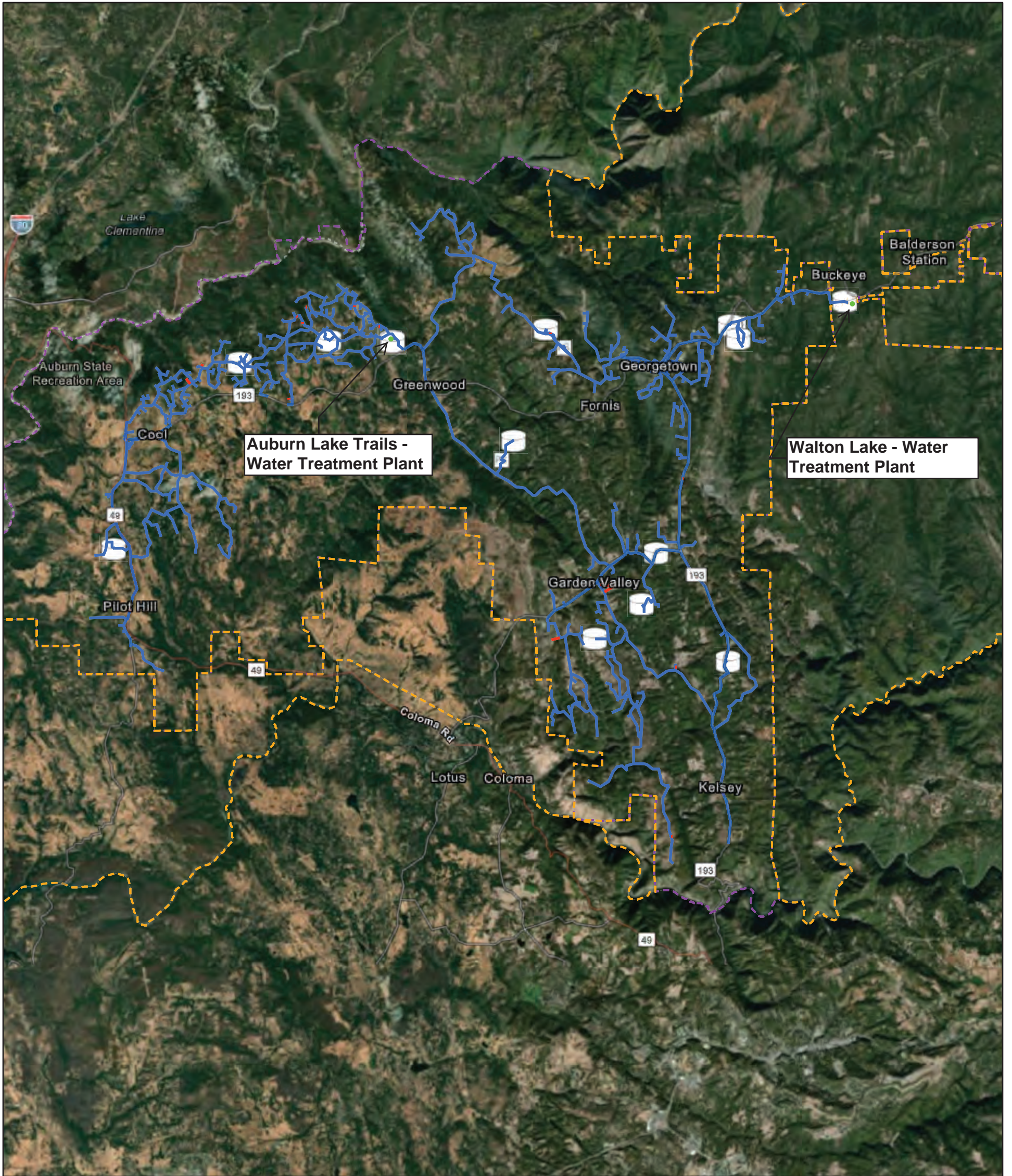
## 6.0 Proposal Response to Technical and Functional Questions

Provide a summary of proposed equipment/system according to the format and information requirements in Attachment H of this RFP. In Section 2 of the submittal, provide a complete response to all technical and functional questions that are detailed in Attachment H. All questions must be answered and the data given must be clear and comprehensive. Any references to "equipment being proposed," "equipment," etc. refers to the AMR system components and its operating software.


## Attachment A: District Water System and Service Area

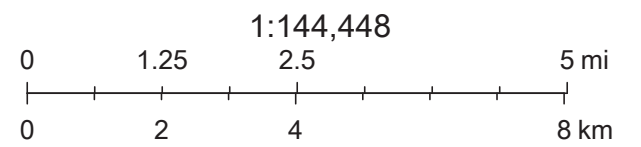
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**Legend**

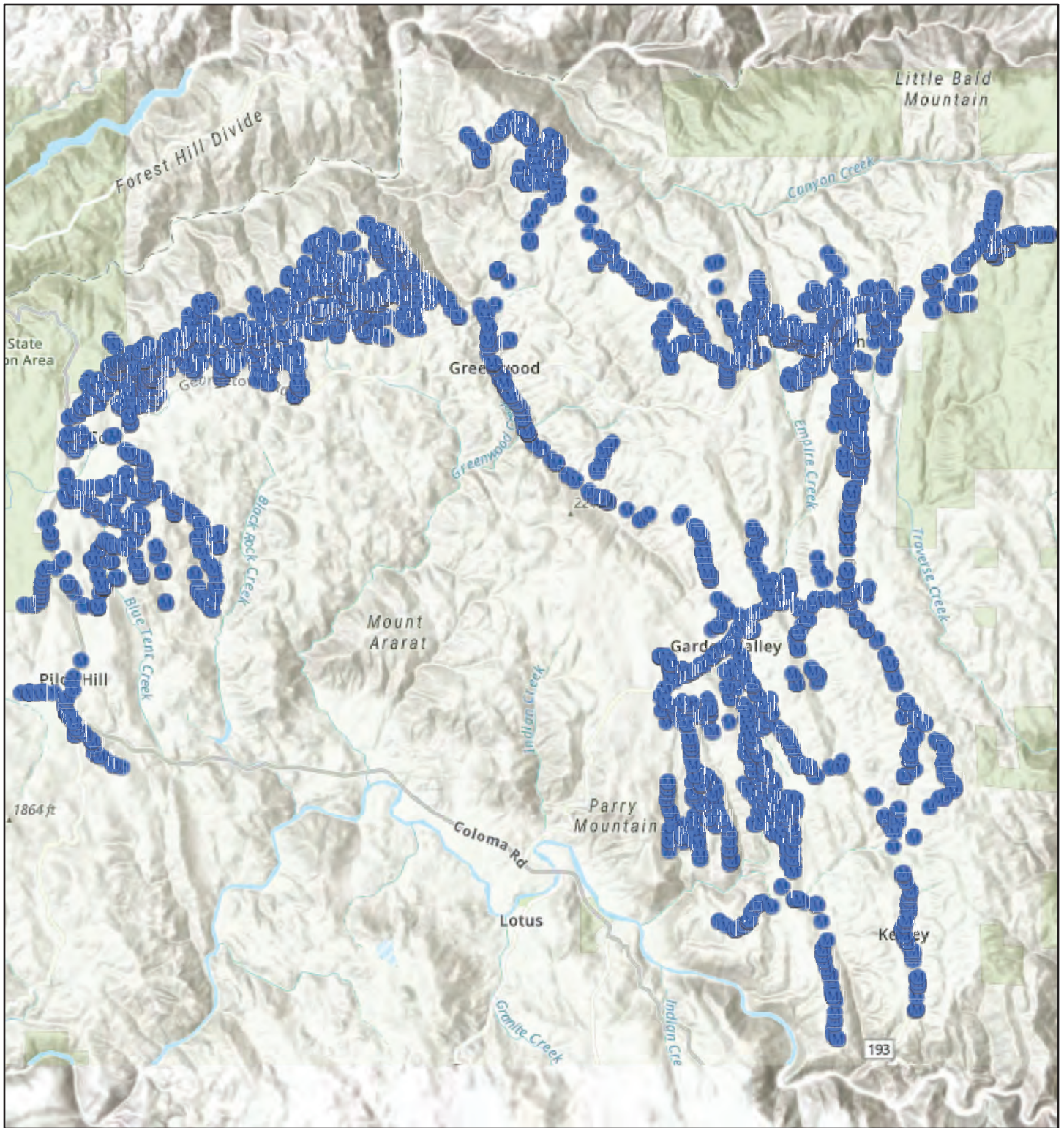
- Main Distribution Line
- Private Line
-  Storage Tank
- Water Treatment Plant
- GDPUD District Boundary
- GDPUD Sphere of Influence



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

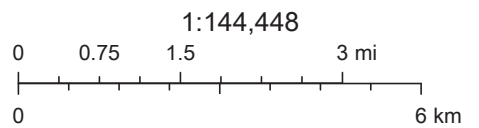
## Attachment B: Map of Existing District Water Services

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**Legend**

- Customer Water Meter



Sources: | NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

## Attachment C: Bid Forms and Cost Proposal

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**1.2 BID FORMS**

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

**NAME OF BIDDER:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_ **FAX NO.** \_\_\_\_\_

**CONTRACTOR LICENSE TYPE & NO.:** \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the prevailing wage rates), the project plans, if any, described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the Georgetown Divide Public Utility District specifications.

The Special Provisions for the Work to be done are dated **JULY 2021** and are entitled:

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

The Bidder shall set forth, for each unit basis item of work, a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In the case of a discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc. or one-tenth, one-hundredth, etc. from the entered total, the discrepancy will be resolved by mutual resolution between the two parties.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Georgetown Divide Public Utility District, and that discretion will be exercised in the manner deemed by the Georgetown Divide Public Utility District to best protect the public interest in the prompt and economical completion of the work. The decision of the Georgetown Divide Public Utility District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bond(s) in the sums required by the State Contract Act, with surety satisfactory to the Georgetown Divide Public Utility District, and the insurance certificates within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the Georgetown Divide Public Utility District that the contract has been awarded, the Georgetown Divide Public Utility District may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the Georgetown Divide Public Utility District.

When submitting its bid, the Bidder shall include security in the form of cash; cashier's check made payable to the District; a certified check made payable to the District or a bidder's bond executed by an admitted surety insurer, made payable to the District. The amount of security shall be 10 percent of the amount bid. Should the Bidder be awarded the contract, but fail to execute the contract, its security shall be forfeited to the District.

The Bidder has familiarized itself with the nature and extents of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the plans therein referred to; and the contractor proposes, and agrees if this proposal is accepted, that they will contract with the Georgetown Divide Public Utility District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that the contractor will take in full payment therefor the following prices, to wit:

### 1.3 COST PROPOSAL/BID SCHEDULE

#### General

The intent of this cost proposal is to identify all costs of providing complete turn-key delivery, installation and support of an Automated Meter Reading (AMR) system for the District's potable water system. The cost to furnish all materials shall include sales tax, shipping and all incidental costs of providing specified items to the District. Values entered here will be the basis of values in contract with District.

Table C1 - BID SCHEDULE					
Item	Description	Quantity	Units	Unit price	Total price, \$
1a	Project Management and Mobilization	1	LS		
2	Meter Audit	3,668	EA		
3a	Water Meter Box Lid Replacement (Christy B-09)	553	EA		
3b	Water Meter Box Lid Replacement (Christy B-12)	61	EA		
3c	Water Meter Box Lid Replacement (Christy B-16)	133	EA		
3d	Water Meter Box Lid Replacement for In-Lid Mounted Antenna/transceiver	1	LS		
4	Water Meter Box Replacement (Christy B-16)	111	EA		
5a	Furnish 5/8" Water Meter	2,975	EA		
5b	Furnish 3/4" Water Meter	420	EA		
5c	Furnish 1" Water Meter	246	EA		
5d	Furnish 1-1/2" Water Meter	15	EA		
5e	Furnish 2" Water Meter	6	EA		
5f	Furnish 3" Water Meter	3	EA		
5g	Furnish 4" Water Meter	3	EA		
6a	Replace Water Meter – 1" and smaller	3,641	EA		
6b	Replace Water Meter – 1.5" and 2"	21	EA		
6c	Replace Water Meter – 3"	3	EA		
6d	Replace Water Meter – 4"	3	EA		
7	Furnish AMR Endpoint	3,668	EA		
8	Install AMR Endpoint	3,668	EA		
9	Automated Meter Reading System Equipment and Software	1	LS		
10	Ongoing Services <sup>1</sup> Maximum annual escalation = _____%	1	YR		
11	Construction Funding Signage	1	LS		
Total Bid Price					
<sup>1</sup> Provide price for first year of ongoing services. Maximum annual escalation will be used to project 20-year lifecycle cost of ongoing services. Proposer shall provide ongoing services for subsequent years at the stated maximum annual escalation.					

Proposer/Contractor Company Name: \_\_\_\_\_



## **LIFE CYCLE COSTS**

The District will perform a life-cycle cost analysis using data provided in this proposal to reasonably represent the approximate costs of continued operation and maintenance of the delivered and installed AMR system over the first 20 years of the system life, including replacements and maintenance per manufacturers recommendations and life expectancies plus all on-going and recurring costs of the required services. Results of the District's analysis will be used as part of the ranking of the proposed system in the selection process.

**1.4 DESIGNATION OF SUBCONTRACTORS**

In compliance with Public Contract Code section 4100 et seq. each bidder shall set forth below the(a) name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of 1% of the Contractor's total bid, (b) description of the type of work to be performed by each such subcontractor, and (c) portion of the work (expressed in dollar amount) that will be performed by each such subcontractor.

Subletting or subcontracting of any portion of the work in excess of one-half of 1% of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Agency setting forth the facts constituting the emergency or necessity.

Subcontractor (name and location)	Subcontractor License No.	Description of Subcontractor Work	Estimated Portion of Work (in%)

**1.5 BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

\_\_\_\_\_, Contractor as Principal; and  
\_\_\_\_\_, as Surety, are hereby held and bound  
unto **Georgetown Divide Public Utility**  
**District**, hereinafter called the District, in the \_\_\_\_\_ (Contractor as Principal) sum  
of \$ \_\_\_\_\_ which sum is equal to at least **ten percent** of the total amount of the Bid, payment of  
which sum, to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has  
submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a  
Contract in writing, for the construction of the following public works project:

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

NOW, THEREFORE,

- (a) If the Bid is rejected, or in the alternate,
  
- (b) If the Bid is accepted and the Principal shall sign and deliver a Contract, in the form of the  
Contract attached hereto and shall execute and deliver Performance and Payment Bonds in the  
forms attached hereto and shall deliver proof of insurance (all completed in accordance with  
the Contract Documents), and shall in all other respects perform the agreement created by the  
acceptance of the Bid;

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it  
being expressly understood and agreed that the liability of the Surety for any and all default of the  
Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety  
and its bond shall be in no way impaired or affected by any extension of the time within which the  
District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

(Seal)

\_\_\_\_\_

(Surety)

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

### 1.6 EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

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The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated: (Bidder may provide additional experience statements).

<u>Year</u>	<u>Owner</u>	<u>Type of Work</u>	<u>Contract Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required. (Bidder may provide additional list of plant and equipment available).

<u>Quantity</u>	<u>Name, Type and Capacity</u>	<u>Condition</u>	<u>Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Executed on \_\_\_\_\_, 2021, at \_\_\_\_\_, \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER

---

[Authorized signature]

---

[Company/firm name]

---

[Name]

---

[Title]

## **1.7 EQUAL EMPLOYMENT CLAUSE**

(40 CFR 60-8.4(b) and EO 11246 & 11375 & 12086)

The Federal Equal Employment Opportunity Law requires that all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The required notice follows this section.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The required notice follows this section.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the



Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**1.8 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Name of Company/Entity: \_\_\_\_\_

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a government entity (Federal, State, or local).
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraphs (a) and (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$ 10,000 or imprisonment for up to five (5) years, or both.

\_\_\_\_\_  
Name and Title of Authorized Representative (Typed/printed)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is below.



**1.9 NON COLLUSION AFFIDAVIT\***

[TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID]

State of California County of \_\_\_\_\_,  
\_\_\_\_\_, being first duly sworn, deposes and says that he or she is  
\_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,  
company, association, organization, or corporation; that the bid is genuine and not collusive or sham;  
that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder  
or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not  
in any manner, directly or indirectly, sought by agreement, communication, or conference, with  
anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost  
element of the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all statements  
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his  
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data  
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company  
association, organization, bid depository, or to any member or agent thereof the effectuate a collusive  
or sham bid.

By: \_\_\_\_\_

personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on  
the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the  
instrument.

Subscribed and sworn to before me on \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\*Note: Public Contracts Code 7106 requires this non-collusion affidavit be submitted with a bid for any  
public works contract of a public entity.

**[RESERVED FOR NOTARY]**

**1.10 NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR  
SUBCONTRACTOR NAME: \_\_\_\_\_

CERTIFIED BY:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Attachment D: Contract Specification and Scope of Work

**CONTRACT SPECIFICATIONS**

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

**Georgetown Divide  
Public Utility District**

**Proposal/Bid Documents**

**JULY 2021**



**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

**CONSTRUCTION CONTRACT DOCUMENTS**

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## 6 Special Provisions

## 1 - BIDDING REQUIREMENTS

### 1.1 Bid Requirements

Georgetown Divide Public Utility District (District) has issued a Request for Proposals / Request For Bids for the **Automated Meter Reading (AMR) and Meter Replacement Project**. As part of this project the District will be replacing all existing water meters serving District connections and implementing an Automated Meter Reading (AMR) system on all potable water connections served by the District. It is the intent of this Request for Proposals / Request For Bids (RFP) for the District to obtain competitive proposals for the replacement of all water meters, and the turn-key installation of a single AMR system to serve all connections in the District, including training for District staff for the software and interface portals provided.

**Proposals/bids are due no later than 3:00 pm on Thursday, August 19th, 2021.**

Proposals/Bids may be mailed to the District Office or hand delivered at 6425 Main Street, Georgetown, CA 95634. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "PROPOSAL/BID ENCLOSED." When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the Place and prior to the time indicated in the Request for Proposals / Request For Bids (RFP).

The District provides water to approximately 3,646 potable water service connections composed of residential, multi-family, commercial, governmental/institutional, and large landscape service for treated water and agricultural for untreated water.

This project is funded by or assisted by funding from the Drinking Water State Revolving Fund (DWSRF) program of the United States Environmental Protection Agency (EPA) through the State Revolving Fund (SRF) administered by the California State Water Resources Control Board. Accordingly, all aspects of this project and the work under it shall comply with the requirements of that program, including but not limited to, the Disadvantaged Business Enterprise (DBE) Program, the American Iron and Steel (AIS) Requirements, and the Davis-Bacon (DB) Act federal prevailing wage requirements for DWSRF Projects. Attention is directed to the Federal Funding Requirements Upon the Contractor specifications in Attachment D and the related requirements in Attachment F. For the purposes of this solicitation, the proposer shall be considered the Contractor.

The Contract Documents, including the Project Specifications, may be examined and obtained online at the link on the District website: <https://www.gd-pud.org/bids-proposals>, which links to Ebidboard.com at <https://www.ebidboard.com/public/rfps/index.asp?mbrguid=806D5964-789B-4D5C-9B26-699E54B9ACOD>. In order to be included on the plan holders list, receive notification of addenda, and to be eligible to submit a proposal/bid; interested parties must download the Contract Documents through the Ebidboard link available from the District website.

**The Bidder's attention is directed to the RFP for instructions regarding submission of proposal/bid.**

Each Bid must be submitted on the prescribed forms and accompanied by cash, a cashier's check, certified check or bid bond executed on the prescribed form payable to the District in an amount not less than ten percent (10%) of the amount bid.

**A Mandatory Pre-Proposal Conference will be held virtually via Microsoft Teams on Wednesday, July 28, 2021 at 10:00 am. Attendance at the pre-proposal conference is mandatory for the prime contractor.** Proposers shall contact the Project Manager, Asa Utterback of Coastland Civil Engineering at [autterback@coastlandcivil.com](mailto:autterback@coastlandcivil.com) no later than Monday, July 26 at 4:00 pm to obtain a link to access the meeting.

Questions about this Request for Proposal should be made in writing and e-mail to the Project Manager, Asa Utterback of Coastland Civil Engineering at [autterback@coastlandcivil.com](mailto:autterback@coastlandcivil.com). All questions must be received by August 11, 2021 at 4:00 pm. Questions via phone will not be accepted.

The successful bidder will be required to furnish a Payment Bond and Faithful Performance Bond each in the full amount of the Contract price, and insurance with certificates and endorsements of insurance, as provided in the Contract Documents. The required bonds must be provided by a surety insurer who is duly admitted by the Insurance Commissioner of the State of California.

The successful bidder must possess the following classification or type of contractor's license issued by the State Contractor's License Board: Either Class A, General Engineering Contractor, or Class B General Building Contractor, or Class C-36 Plumbing Contractor.

The attention of bidders is directed to the requirements and conditions of employment to be observed and prevailing wage rate to be paid under Contract. Copies of the prevailing rate of per diem wages are included under Attachment G Prevailing Wage Determinations in the RFP.

The District reserves the right to reject all bids. Any bid not conforming to the intent and purpose of the Contract Documents may be rejected. The District may extend the time to award the Contract for a period of time which shall not extend beyond 60 days from the bid opening date.

The following forms, which are included under *Attachment C Bid Forms and Cost Proposal*, must be executed and submitted to complete the proposal/bid process:

- a) Bid
- b) Bid Schedule
- c) Designation of Subcontractors
- d) Bid Bond
- e) Experience Qualifications
- f) Certification regarding Debarment, Suspension, and other Responsibility Matters
- g) Non-collusion Affidavit
- h) Nondiscrimination Clause
- i) Addendum Acknowledgement

Dated this 20th day of July, 2021

GEORGETOWN PUBLIC UTILITY DISTRICT  
By: Adam Brown  
Water Resources Manager

## **1.2 BID FORMS ARE PROVIDED IN ATTACHMENT C: BID FORMS AND COST PROPOSAL**

## **2 INSTRUCTIONS TO BIDDERS**

### **2.1 INTRODUCTION**

Each bid shall be in accordance with these Instructions to Bidders and other applicable provisions of the Contract Documents. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund will be made.

### **2.2 SPECIFICATIONS**

The specifications are only available via electronic download. All print copies needed by the bidder shall be made solely at the bidder's expense.

### **2.3 LOCAL CONDITIONS**

**2.3.1** The quantities of work or material stated in the unit price items of the Bid Schedule are given only as a basis for the comparison of Bids, and the District does not represent or warrant that the actual amount of work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the work as may be deemed necessary or expedient by the Engineer.

**2.3.2** The Bidder shall examine carefully the site of the work contemplated and the Contract Documents. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents. Bidders shall thoroughly examine and be familiar with the Project Specifications. The failure of any bidder to receive or examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve the Bidder from any obligation with respect to its proposal or to the Contract.

The Specifications for the work show conditions as they are supposed or believed by the District or their representatives to exist; but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the District or their representatives that such conditions are actually existent, nor shall the District or their representatives be liable for any loss sustained by the Contractor as a result of any inference or extrapolation drawn by the Bidder between conditions as described in the specifications and the actual conditions revealed during the progress of work, or otherwise.

The Bidder's attention is directed to the possible existence of obstructions and public or private improvements which may be within the limits of the work or adjacent thereto.

**2.3.3** Where the District or their representatives have made investigations of surface and subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design.

**2.3.4** It is expressly understood and agreed by bidder or Contractor that neither the District nor their representative assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the District in their use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

**2.3.5** The availability or use of information described in these Instructions to Bidders and other bid documents shall not be construed in any way as a waiver of the provisions of the Instructions of Bidders and a Bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

**2.3.6** No information derived from such inspection of records of investigations or compilations thereof made by the Engineer, will in any way relieve the bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

**2.3.7** Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

## **2.4 FORM OF BID AND SIGNATURE**

Bids shall be submitted only on the forms attached hereto or copies thereof and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies tools or equipment, and perform the work required by the Contract Documents.



If the Bid is made by an individual, it shall be signed by its full name and its address shall be given; if it is made by a partnership, it shall be signed with the partnership name by a member of the partnership, who shall also sign his own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation the name of the corporation shall be given and it shall be signed by its duly authorized officer or officers, the name(s) and title(s) of all signing officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractors License Law (California Business and Professions Code section 7000, et seq.) and rules and regulations adopted pursuant thereto; and each bidder shall insert its type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic, e-mail, facsimile or telegraphic Bid or modification of a Bid will be considered.

## **2.5 SUBMISSION OF BIDS**

**2.5.1** All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. The District shall not consider any Bid received after the time fixed or received at any place other than the place stated in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of fully completed and executed: Bid, Designation of Subcontractors (if applicable), Bid Bond (or other bid guarantee), Experience Qualifications and Non-collusion Declaration.

Each Bid must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. The bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of bids.

**2.5.2** Bids shall acknowledge receipt of all addenda (identified by addendum number) issued during the bidding period. Failure to acknowledge an addendum or clarification may result in the Bid being rejected as not responsive.

**2.5.3** Bids shall be open at the time and place specified in the Invitation to Bid, unless changed by addendum. All Proposals/Bids will be opened and *Table C1 Bid Schedules* will be read publicly. Bidders, their representatives, and other interested parties, are invited to be present at the opening. Bid values are only a portion of the various selection criteria being considered. Attention is directed to Section 4.0 *Selection Criteria* of the Request For Proposals/Request For Bids for the basis of selection and award of this contract.

## **2.6 PREPARATION OF THE BID**

**2.6.1** Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid may render it nonresponsive and may cause its rejection. If

erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative Bids will not be considered unless specifically provided for in the Bid Schedule. Where performance and/or labor and material bonds are required, the Bidder shall name in his Bid the surety or sureties that have agreed to furnish the bonds.

**2.6.2** Section 5.38 of the Contract General Conditions provides that the successful Contractor shall pay all federal, state and local taxes, including manufacturers' taxes, sales taxes, use taxes, processing taxes, and payroll, wage, insurance, social security, and unemployment taxes on wages, salaries or any remuneration paid to Contractor's employees. A bidder's bid prices shall be deemed to include all applicable taxes, and there shall be no separate bid item or billing for taxes.

## **2.7 BID GUARANTEE**

**2.7.1** All Bids shall be accompanied by a Bid Bond, as defined, made payable to the District. The Bid Bond must be enclosed in the same envelope with the Bid. The amount of the Bid Bond shall be not less than 10 percent of the total amount of the Bid.

**2.7.2** If a bond is utilized, the Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which substantially conforms to it.

## **2.8 LIST OF SUBCONTRACTORS; SUBCONTRACTING LIMITS**

**2.8.1** Each Bidder shall set forth in its Bid on the form provided the following information in accordance with the provisions of California Public Contract Code section 4100, et seq.: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, and of each subcontractor who, under subcontract to the Contractor, is to specifically fabricate and install or provide a portion of the work or improvement according to the Contract Documents, in any amount in excess of 1/2 of 1 percent of the Contractor's total Bid; and (b) The portion of the work that will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the Bid. If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Bidder agrees to perform that portion of the work itself.

**2.8.2** The Contractor shall perform with its own organization work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be

performed by the Contractor with its own organization. When items of work in the Bid schedule are preceded by the letter (S), such items shall be deemed designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted

will be based on the estimated percentage of the contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

## **2.9 INTERPRETATION OF CONTRACT DOCUMENTS**

**2.9.1** Any explanation desired by the bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made only in the form of addenda to the documents and will be furnished to all bidders who shall submit all addenda with their Bids. Neither the Engineer nor any representative of the District is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the bidder that he has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by bidder, orally direct the bidder's attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

**2.9.2** The Bidder shall review the Plans and Specifications prior to submission of his bid and shall report any errors and omissions noted by the Bidder to the District prior to such submission.

## **2.10 MODIFICATION OF BIDS**

A Bidder may modify its Bid by written communication provided such communication is received by the District prior to the closing time for receipt of Bids. The written communication should not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the District until the sealed bid is opened.

## **2.11 WITHDRAWAL AND RETURN OF BIDS**

Bids may be withdrawn without prejudice by written, e-mail, facsimile or telegraphic requests received from the Bidder prior to the time for opening of Bids, and Bids so withdrawn will be returned to bidders unopened. No Bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Bond subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as provided in the Contract Documents. Negligence on the part of the Bidder preparing its Bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. Any Bid received after the bid submission deadline shall be returned to the bidder unopened.

## **2.12 DISCREPANCIES**

In the case of discrepancy between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

## **2.13 SERVICING AND MAINTENANCE**

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

## **2.14 DISQUALIFICATION OF BIDDERS**

**2.14.1** More than one Bid from an individual, firm, partnership or corporation under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

**2.14.2** All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements applicable to the District and may render void any contract let under such circumstances.

## **2.15 AWARD OF CONTRACT**

**2.15.1** The District reserves the right to accept or reject any and all Proposals/Bids during the time for awarding the Contract, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn during the time for awarding the Contract. The time for awarding the Contract is provided in section 2.17.

**2.15.2** Before a Bid is considered for award, the District may, in addition to the Experience Qualifications form, require a Bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the District may require evidence that the Bidder has performed other work of comparable magnitude and type.

The District expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

**2.15.3** The award of the Contract is not solely based on the bid amount. The basis for selection and award of the contract for this project is described in detail in *Section 4.0 Selection Criteria* of the Request For Proposals/Request For Bids.

**2.15.4** The award of Contract will be made by the Board of Directors. The Contractor shall execute the Contract within ten (10) work days after receipt of the Contract from the District.

## **2.16 CONTRACT BONDS**

**2.16.1** The successful Bidder shall furnish both a Performance Bond and a Payment Bond in the type, form and amount specified in the forms included with the Contract Documents. These bonds shall be furnished on such forms or on substantially similar forms acceptable to the District. The Payment Bond shall comply with California Civil Code sections 3247 and 3248 and applicable provisions of the California Bond and Undertaking Law (California Code of Civil Procedure section 995.010 et seq.). The bonds shall be obtained from a responsible corporate surety (or sureties) acceptable to the District, who is (or are) duly admitted by the Insurance Commissioner of the State of California to act as surety upon bonds and undertakings. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for the bonds shall be paid by the successful Bidder.

**2.16.2** If any surety becomes unacceptable to the District, is deemed insolvent, is no longer an admitted surety in California, or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

**2.16.3** In the event of any conflict between the terms of the Contract and the terms of the bonds, the terms of the Contract shall control and the bonds shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right by the District, and, regardless of the terms of the bonds, the exercise of any such right by the District shall in no manner affect the liability of the surety under the bonds.

## **2.17 EXECUTION OF CONTRACT**

The successful Proposer/Bidder will be notified in writing by the District of the award of the Contract within thirty (30) days after opening of Proposals/Bids, unless the time period is extended as provided in the Bid Requirements. Accompanying the District's notice of award will be the Contract, which the District may require to be executed in duplicate or triplicate. Within fifteen (15) days following receipt of such notice of award, the successful bidder will be required to execute and return

the original contract(s), together with the performance and payment bonds, and the required certificates and proof of insurance documents (see sections 2.4 and 5.52), to the District. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond, which shall be retained as liquidated damages. It is agreed that the Bid Bond sum is a fair estimate of the amount of damages that the District will sustain by reason of such failure.

The District will promptly determine whether such Contract, bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful proposer/bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the Selected Proposer/Bidder to sign and return the Contract with acceptable bonds and insurance as prescribed herein, the District may award the Contract to the next ranked Proposer/Bidder, and, in the event that Bidder fails to sign and return the Contract with acceptable bonds and insurance, the District may award the Contract to the then next ranked Proposer/Bidder, etc.

#### **2.18 RETURN OF BID GUARANTEES.**

All Bid Bonds will be held until the Contract has been finally executed, after which all Bid Bonds, other than any Bid Bonds which have been forfeited, will be returned to the respective bidders whose Bids they accompanied, but in no event shall non-forfeited bonds be held by the District beyond 60 days from the date that the District awards the Contract.

#### **2.19 POWER OF ATTORNEY**

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary public shall acknowledge the power as of the date of the execution of the bond which it covers.

#### **2.20 TIME OF COMPLETION.**

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the work is stated in the Contract.

#### **2.21 LICENSING REQUIREMENTS FOR CONTRACTORS**

The Contractor shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents, and shall have the following classification or type of license for the work issued by the California State Contractors' License Board: Either Class A, General Engineering Contractor, or Class B General Building Contractor, or Class C-36 Plumbing Contractor.

## **2.22 PREVAILING WAGES**

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable to the Work to be done.

This project is also subject to Davis-Bacon (DB) Act federal prevailing wage requirements for DWSRF Projects. Attention is directed to the Federal Funding Requirements Upon the Contractor specifications in Attachment D and the related requirements in Attachment F of this Request for Proposals / Request For Bids (RFP).

Copies of the prevailing rate of per diem wages are on file at the District's office, and will be made available to any interested party on request. The Contractor shall post at each job site a copy of the determination of the Director of Industrial Relations of the prevailing rate of per diem wages.

The District requires that the Contractor and all his / her Subcontractors pay their employees on this Work a salary or wage at least equal to the prevailing salary or wage for Work of similar character in the locality in which the Work is performed. The Contractor shall, as a penalty, forfeit to the District the amount specified by law for each calendar day or portion thereof, for each employee paid less than the prevailing salary or wage for any of the Work done under the contract by him / her or any subcontractor under him / her.

The State Labor Code states that for violations of Public Works laws relating to payment of prevailing wages, the District will be required to withhold from any progress payments owed to the Contractor any amounts that have been forfeited as penalties, or as wages owed to employees, who have not paid the prevailing wage for Work performed.

## **2.23 BID PROTEST**

Any bid protest must be submitted in writing to the District before 5:00 p.m. of the seventh day following the contract award.

**2.23.1** The bid protest shall be in the form of a letter or memo and it shall include the following: a complete statement of the basis or bases for the protest, including any supporting documents; a reference to the specific portion(s) of the Contract Documents which forms the basis for the protest; and, the name, address and telephone number of the person representing the protesting bidder.

**2.23.2** The bidder filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to all other bidders with a direct financial interest who may be

adversely affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

**2.23.3** The District will issue a prompt decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

**2.23.4** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim, lawsuit or other legal proceeding.

**2.23.5** For purposes of this section, a "bid protest" means any protest, objection, complaint or challenge to, concerning or against (a) a rejection of a bidder for any reason, (b) a contract award to the apparent low bidder, (c) another bidder's bid, or (d) the legality or enforceability of the bid documents.

## **2.24 INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

The District shall not accept a bid from a bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at [www.dir.ca.gov/DLSE/debar.html](http://www.dir.ca.gov/DLSE/debar.html).



### **3 - CONTRACT FORMS**

#### **3.1 Contract**

The Contract for this project is provided in *Attachment F: District Standard Construction Contract with Standard Requirements for Federally-Funded Projects*.

Payment and Performance bond forms and certifications are provided in this section (Section 3 – Contract Forms).

### 3.2 Faithful Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, the Georgetown Divide Public Utility District, herein designated as the "District", has, on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Contractor", a contract for the construction of the **AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**.

NOW, THEREFORE, WE, the Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the District, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is equivalent to 100% of the contract amount, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations 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, the District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety; in the event suit is brought on this bond, will pay to the District such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the District from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the name and corporate seal of each corporate party

being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

---

Contractor

---

Signature for Contractor

---

Title of Signatory

(SEAL)

---

Surety

---

Signature for Surety

---

Title of Signatory

### 3.4 Payment Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Georgetown Divide Public Utility District, hereinafter designated as "District" has on \_\_\_\_\_, 2021, awarded to \_\_\_\_\_, hereinafter designated as "Contractor", a contract for the construction of the **AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**.

WHEREAS, said Contractor is required to furnish a bond in connection with said contract, providing that if said Contractor, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE the undersigned Contractor as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the District, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is the equivalent of 100% of contract amount, lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such labor, or of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power used, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials thereto, shall have complied with the provisions of said Government Code, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee to the District as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract

or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_

Contractor as Principal

\_\_\_\_\_

Signature for Principal

\_\_\_\_\_

Title of Signatory

(SEAL)

\_\_\_\_\_

Surety

\_\_\_\_\_

Signature for Surety

\_\_\_\_\_

Title of Signatory

### 3.5 CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION

To: Georgetown Divide Public Utility District  
6425 Main Street  
P.O. Box 4240  
Georgetown, CA 95634

THE UNDERSIGNED STATES AND DECLARES THAT:

We are aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and we will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(State of Incorporation, if Corp.)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number:  
\_\_\_\_\_

### 3.6 Notice of Award

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**

Georgetown Divide Public Utility District has considered the Bid Proposal submitted by you for the above described project dated \_\_\_\_\_.

You are hereby notified that your Bid Proposal has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Faithful Performance Bond, Payment Bond and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) days from the date of this Notice, said District will be entitled to consider all your rights arising out of the District's acceptance of your Bid as abandoned. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the District.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**3.7 ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**3.8 NOTICE TO PROCEED**

**To:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
\_\_\_\_\_ **Project:** \_\_\_\_\_

AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT

In accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, you are hereby notified to commence work on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work before \_\_\_\_\_. The date of completion of all work is therefore \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Georgetown Divide Public Utility District

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## 4 ABBREVIATIONS AND DEFINITIONS

### 4.1 ABBREVIATIONS. The following abbreviations may be used in the Contract Documents:

<b>AA</b>	Aluminum Association
<b>AASHO</b>	American Association of State Highway Officials
<b>ABMA</b>	American Boiler Manufacturer's Association
<b>ACI</b>	The American Concrete Institute
<b>AGA</b>	American Gas Association
<b>AGC</b>	Associated General Contractors
<b>AGMA</b>	American Gear Manufacturer's Association
<b>AI</b>	The Asphalt Institute
<b>AIA</b>	American Institute of Architects
<b>AISC</b>	American Institute of Steel Construction
<b>AISI</b>	American Iron and Steel Institute
<b>ANSI</b>	American National Standards Institute, Inc.
<b>API</b>	American Petroleum Institute
<b>APWA</b>	American Public Works Association
<b>AREA</b>	American Railway Engineering Association
<b>ASCE</b>	American Society of Civil Engineers
<b>ASME</b>	American Society of Mechanical Engineers
<b>ASTM</b>	American Society for Testing and Materials
<b>AWPA</b>	American Wood Preservers' Association
<b>AWS</b>	American Welding Society
<b>AWWA</b>	American Water Works Association
<b>BGHMA</b>	Builders Hardware Manufacturers Association
<b>CCMTC</b>	California Concrete Masonry Technical Committee
<b>CDPH</b>	California Department of Public Health
<b>CPUC</b>	California Public Utilities Commission
<b>CRSI</b>	Concrete Reinforcement Steel Institute
<b>DFPA</b>	Douglas Fir Plywood Association
<b>EEO</b>	Equal Employment Opportunity
<b>EPA</b>	Environmental Protection Agency
<b>ETL</b>	Electrical Testing Laboratory
<b>FS</b>	Federal Specification

<b>GFE</b>	Good Faith Effort
<b>ICBO</b>	International Conference of Building Officials
<b>IEEE</b>	The Institute of Electrical and Electronics Engineers
<b>IES</b>	Illuminating Engineering Society
<b>IPCEA</b>	Insulated Power Cable Engineers Association
<b>MBMA</b>	Metal Building Manufacturer's Association
<b>MBDA</b>	Minority Business Development Agency
<b>MBE</b>	Minority Business Enterprise
<b>MSS</b>	Manufacturers Standardization Society of Valve and Fitting Industry Standards
<b>NBFU</b>	National Board of Fire Underwriters
<b>NBS</b>	National Building Standards
<b>NEC</b>	National Electrical Code
<b>NEMA</b>	National Electrical Manufacturers Association
<b>NFPA</b>	National Fire Protection Association
<b>OSHA</b>	Occupational Safety and Health Administration
<b>PCA</b>	Portland Cement Association
<b>SBA</b>	Small Business Administration
<b>SMACNA</b>	Sheet Metal and Air Conditioning Contractor's National Association
<b>SSPC</b>	Steel Structures Painting Council
<b>SSPWC</b>	Standard Specifications for Public Works Construction
<b>UBC</b>	Uniform Building Code
<b>UHPHS</b>	United States Public Health Service
<b>UL</b>	Underwriter's Laboratory
<b>UMC</b>	Uniform Mechanical Code
<b>UPC</b>	Uniform Plumbing Code
<b>USAS</b>	The United States of America Standard Institute
<b>USBR</b>	United States Bureau of Reclamation
<b>USDA</b>	United States Department of Agriculture
<b>WBE</b>	Women's Business Enterprise
<b>WCLIB</b>	West Coast Lumber Inspection Bureau
<b>WIC</b>	Woodwork Institute of California

## 4.2 DEFINITIONS

As used in the Contract Documents, these words and phrases shall be defined as follows:

**4.2.1 Acceptance** means the formal written acceptance by the District of the entire Contract which has been completed in all respects, in accordance with the Specifications and any approved modifications.

**4.2.2 District** means Georgetown Divide Public Utilities District, also sometimes referred to as Owner.

**4.2.3 As Approved** shall be understood to be followed by the words "by the Engineer," unless otherwise qualified.

**4.2.4 As Shown and As Indicated** shall be understood to be followed by the words "on the Plans."

**4.2.5 Bid** means the offer of the bidder for the work when made out and submitted on the prescribed bid form, properly completed, signed and guaranteed as part of the whole proposal.

**4.2.6 Bid Bond** means the cash, cashier's check, certified check, or bidder's bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the District for the performance of work herein described.

**4.2.7 Bidder** means any individual, firm, partnership or corporation submitting a bid for the work contemplated, and acting directly or through a duly authorized representative. Bidder shall be synonymous with Proposer and Proposer/Bidder as referenced in this documents.

**4.2.8 Board of Directors or Board** means the Board of Directors of the District.

**4.2.9 Contract** means the written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract, and include Addenda and Contract Change Orders.

**4.2.10 Contract Documents** means any or all of the documents listed in the Agreement for Construction Services provided in *Attachment F: District Standard Construction Contract with Standard Requirements for Federally-Funded Projects*.

**4.2.11 Contractor** means the person or persons, firm, partnership or corporation or other entity that has entered into the Contract with the District to perform the work.

**4.2.12 County** means County of El Dorado, California.

**4.2.13 Date of the Contract** means the date on which the Contract is signed by the District's authorized representative.

**4.2.14 Datum** means the figures given in the Specifications or upon the Drawings after the word "Elevation" or an abbreviation of it.

**4.2.15 Days** mean calendar days unless otherwise designated.

**4.2.16 Engineer** means the engineer or architect retained by the District, or the person designated by the District as its engineering representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**4.2.17 He** shall include "she" and "it" and his shall include "her" and "its."

**4.2.18 Or Equal** shall be understood to indicate that the "equal" product be the same or better than the product named, in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

**4.2.19 Plans or Drawings** refers to the official plans, drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed, and identified at Section 2.3. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.

**4.2.20 Project** means the **AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT**.

**4.2.21 Specifications** means the terms, provisions, and requirements contained herein and identified at section 2.3, and is synonymous with "Technical Specifications." Where standard specifications, such as those of "ASTM", "AASHO", etc. have been referred to, the applicable portions of such standard specifications shall become a part of these Contract Documents.

**4.2.22 State** means State of California.

**4.2.23 State Standard Specifications** mean the edition in effect as of the Date of Execution of the Contract of the Standard Specifications issued by the State of California Business and Transportation Agency, Department of Transportation, unless a specific edition is referenced.

**4.2.24 Subcontractor** means only those persons, firms or entities having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the Plans or Specifications of this work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.

**4.2.25 Time Limits** mean all time limits stated in the Contract Documents, and all time limits are of the essence of the Contract.

**4.2.26 Work** means all the work specified, indicated, shown or contemplated in the Contract Documents to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.

**4.2.27** The words **DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED**, or words of like import shall mean that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words **APPROVED, ACCEPTABLE, SATISFACTORY**, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

## **5 GENERAL PROVISIONS**

### **5.1 INTENT OF CONTRACT DOCUMENTS**

**5.1.1** The intent of the Contract Documents is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications and Plans describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner.

**5.1.2** The technical specifications are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the project as a whole.

**5.1.3** The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all.

### **5.2 CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

### **5.3 CHANGES IN THE WORK**

**5.3.1 General.** The Engineer may, at any time, by written order make changes in the work as deemed necessary by the District.

**5.3.2 Minor Changes.** The Engineer shall have the authority to order minor changes in the work not involving any increase or decrease in the Contractor's cost of, or time required for, performance of the Contract. Such minor changes shall be effected by written order of the Engineer, and the Contractor shall carry out such written orders promptly. If the Contractor disagrees with the Engineer's determination that the minor change does not involve any increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, then the Contractor may file and pursue a claim pursuant to section 5.4. The written claim must be submitted to the Engineer within 15 days after the date of the Engineer's written order.

**5.3.3 Change Orders.** If any change in the work ordered by the Engineer causes an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract, an adjustment and modification of the Contract will be made in the form of a Change Order which will set forth (a) the changes, additions and/or deductions in the work to be done, (b) the increase or decrease in compensation due the Contractor, if any, or the method by which the increase or decrease, if any, will be calculated, and (c) the adjustment in the time of completion of the work, if applicable. A Change Order may be issued to the Contractor at any time.

**5.3.4 Change Order-Cost Adjustment.** The compensation to be paid for any work addressed in a Change Order shall be determined in one or more of the following ways as shown in the Change Order:

**5.3.4.1** By unit prices;

**5.3.4.2** By an agreed-upon lump sum; or

**5.3.4.3** By the cost plus basis determined pursuant to section 5.3.9.

**5.3.5 Cost Records.** Contractor shall keep full and complete records of the cost of any work addressed in a Change Order in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

**5.3.6 Cost Reduction for Deductive Change Order.** With respect to a Change Order involving the deletion or reduction of work, the Engineer shall determine the appropriate reduction in the Contract price based on the lump sum and/or per unit prices in the bid schedule for the items of work deleted or reduced by the Change Order. The Contractor shall not be entitled to claim damages for anticipated profits on any portion of the work that may be deleted.

**5.3.7 Proposed Change Order.** Upon receipt of a Change Order signed by the Engineer, the Contractor shall forthwith proceed with the ordered work, unless otherwise directed by the Engineer. If the Contractor agrees with the terms and conditions of the Change Order, then it shall sign the Change Order.

**5.3.8 Contractor Protest Against Change Order.** Should the Contractor disagree with any terms or conditions set forth in a proposed Change Order, it shall submit a written protest to the Engineer within 15 days after the receipt of the proposed Change Order. The protest shall state the points of disagreement, addressing, if applicable, the quantities and cost involved and the adjustment of time for completion.

**5.3.8.1** If a written protest is not timely submitted by the Contractor, then the proposed Change Order, including all cost and time adjustment provisions, if any, that was submitted to the Contractor shall be deemed final and acceptable to the Contractor even if not signed by the Contractor. Any payment under an unprotested Change Order's cost adjustment provisions shall constitute full compensation for all work included in or required by the Change Order.

**5.3.8.2** If the Contractor timely protests a proposed Change Order, it shall nevertheless proceed with the ordered work pending resolution of the protest.

**5.3.8.3** If the Contractor timely protests a proposed Change Order, the Engineer shall render in writing its determination of the protest. If the Contractor disputes the determination, then the Contractor may file and pursue a claim pursuant to section 5.4. The written claim must be submitted to the Engineer within 15 days after the date of the Engineer's written determination on the protest. If the Contractor does not timely file a claim, then the proposed Change Order (as may have been revised by the Engineer's determination on the protest), including all cost and time adjustment provisions, if any, shall be deemed final and acceptable to the Contractor even if not signed by the Contractor. Any payment under such a Change Order's cost adjustment provisions shall constitute full compensation for all work included in or required by the Change Order.

**5.3.9 Cost Plus Basis of Payment on Change Orders.** The following shall constitute the cost plus basis of payment:

**5.3.9.1 Direct Labor Cost.** Charges for all of the labor furnished and used by the Contractor shall be made for manual classifications up to and including general foreman. It will not include charges for assistant superintendents, superintendents, office personnel, timekeepers and maintenance mechanics. The time charged to work shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. Labor rates used to calculate the costs shall be those basic wages including current employer contributions for fringe benefits and federal and state surcharges and including applicable subsistence and travel allowances, all as actually paid to workers under collective bargaining agreements or as a regular practice of the employer. No time or charges will be allowed except when the workers are actually engaged in the proper, efficient and diligent performance or completion of the work as authorized. Overtime shall not be worked without prior approval of the Engineer.

**5.3.9.2 Equipment Cost.** Charges for the rental and operation of the equipment furnished and used by the Contractor shall be made for all prime construction and automotive equipment. It shall not include charges for listed equipment or major tools with a new cost of \$500 or less. Equipment time charges shall be subject to the daily approval of the Engineer and evidence of such daily approval shall be submitted with the billing. The equipment rental and operation rates used shall be those agreed upon by the Engineer and the Contractor prior to commencement of the work and shall include an approved allowance for depreciation. Time and charges shall be allowed only when equipment is actually being used for the proper and efficient performance or completion of the work as authorized.

**5.3.9.3 Material Costs.** Charges for the cost of materials furnished by the Contractor shall be made, provided such furnishing was specifically authorized in the work order and the actual use verified by the Engineer. Charges shall be net cost to the Contractor delivered at the job, including all applicable sales taxes; and a vendor's invoice must accompany the billing along with verification of use of such materials by the Engineer.



**5.3.9.4 Tools, Supplies, Supervision, Overhead and Profit.** A charge for major tools, supplies, overhead, supervision and profit will be allowed in the amount of 15% of the total direct labor costs, equipment costs, and material costs, as defined above at sections 5.3.9.1 to 5.3.9.3.

**5.3.9.5 Work by Subcontractor.** When all or any part of work is performed by any of the Contractor's subcontractors, the markup percentage established in section 5.3.9.4 shall be applied to the subcontractor's actual cost of such work (determined as above at sections 5.3.9.1 to 5.3.9.3), to which a markup of 5% on the subcontracted portion of the extra work may be added by the Contractor.

**5.3.10 Effect of Change on Bond Sureties.** The consent of the Contractor's bond sureties shall not be required as to any change or extra work ordered by the District, and the liability of the Contractor's bonds and sureties shall be increased or decreased accordingly without notice to the sureties.

**5.3.11 Right to Use Other Contractors.** The District reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

**5.3.12 Increased Quantity of Contract Items.** If the total pay quantity of any item of work required under the Contract to be paid at a unit price exceeds the item as bid by more than 25 percent, then in the absence of an executed contract change order specifying the compensation to be paid, the work in excess of 125 percent of such estimate may, at the District's discretion, be paid for by a cost plus basis of payment as described at section 5.3.9, instead of at the unit price.

## **5.4 CONTRACTOR CLAIMS FOR EXTRA COSTS AND TIME EXTENSIONS**

**5.4.1 General.** The parties intend by this section that differences between them arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken.

**5.4.2 Waiver.** Contractor agrees that it shall not be entitled to any additional time to complete work or the payment of any additional compensation for any claim, cause, act, failure to act, or happening of any event, thing or occurrence, unless it shall have given the Engineer timely and due written notice of the claim pursuant to this section 5.4, provided, however, that compliance with this section shall not be a prerequisite as to matters within the scope of the protest provisions in section 5.3.8. The Contractor shall not be entitled to any additional compensation for claimed extra work until and unless either a Change Order has been issued pursuant to section 5.3 or a claim has

been timely filed and approved pursuant to this section 5.4. If the Contractor fails to file a written claim within the claim deadline of section 5.4.5, then the Contractor agrees that it shall have waived any right or remedy to thereafter pursue the claim against the District in any administrative, arbitration or litigation proceeding.

**5.4.3 Definition.** A claim for purposes of this section 5.4 means a separate demand by the Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the

Contractor and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the District.

**5.4.4 Informal Claims Resolution.** The parties agree to strive to resolve all disputes amicably and in an informal manner. Any dispute resolved informally shall be documented by the Engineer, and if the dispute resolution involves a change in the contract work, increase or decrease in the compensation due the contractor, and/or adjustment in the time of completion of the work, then the informal dispute resolution shall be confirmed by a Change Order pursuant to section 5.3. Informal discussions and/or negotiations with the Engineer or other District representatives concerning informal resolution of a dispute shall not toll or suspend the claim filing deadlines provided below, unless so provided by the Engineer in writing.

**5.4.5 Deadlines for Filing of Claim.** Subject to the terms, conditions and deadlines of this section 5.4, the Contractor may file a claim with the Engineer. A claim must be submitted to the Engineer as follows: (a) if a deadline is set forth in the Contract Documents for filing of the particular claim, then the claim must be filed by the specified time; (b) if the claim relates to extra, additional or unforeseen work for which the Contractor intends to demand additional compensation or a time extension, notice shall be given to the Engineer prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation or time extension, and Contractor shall not proceed with said work until so directed by the Engineer; and (c) for all other claims not included within subsections (a) and (b), the claim must be filed on or before 15 days after occurrence of the event giving rise to the claim. In no event shall claims be filed later than the date of final payment.

**5.4.6 Emergency Work.** In the event of an emergency endangering life or property, the Contractor shall act as provided by section 5.4.7. After completion of the necessary emergency work the Contractor shall present to the Engineer an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in section 5.3.

**5.4.7 Tort Claims.** The provisions of sections 5.4 to 5.6 apply only to contract claims and they do not apply to tort claims, and nothing in these sections is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Government Code Title I, Division 3.6, Part 3, Chapter 1, Article 1(commencing with section 900) and Chapter 2, Article 1 (commencing with section 910).

**5.4.8 Required Contents of Claim.** The claim must be in writing and shall set forth in detail the reasons for which the Contractor believes additional compensation or a time extension will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the claim. The claim shall also include the documents necessary to substantiate the claim.

**5.4.9 Contract Work Pending Claim Resolution.** Unless otherwise directed in writing by the Engineer, pending resolution of a claim under this section 5.4, the Contractor shall continue to diligently prosecute the Contract work in accordance with the Contract Documents and the instructions of the Engineer.

**5.4.10 Processing of Claims by District.** Generally, except as otherwise specifically provided in the Contract Documents, the Engineer will initially decide all claims of the Contractor and all disputes arising under

and by virtue of the Contract. All such decisions of the Engineer shall be final unless disputed by the Contractor in accordance with section 5.4.12 or section 5.6.2, as appropriate. If the Contractor fails to dispute the Engineer's decision on the matter in accordance with section 5.4.12 or section 5.6.2, then Engineer's decision shall be final, conclusive, and binding, and the Contractor shall be deemed to have waived all its rights to further protest, judicial or otherwise. Any claim for a time extension or claim for money or damages of less than \$375,000 (i.e., any claim subject to Public Contract Code section 20104) shall be processed by the District and resolved in accordance with sections 5.4.11 to 5.5. Any claim for money or damages of more than \$375,000 (i.e., any claim not subject to Public Contract Code section 20104) shall be processed by the District and resolved in accordance with section 5.6.

#### **5.4.11 District Response to Claim.**

**5.4.11.1** For a claim for a time extension or claim for money or damages of less than \$50,000, the Engineer shall respond in writing to any written claim within 45 days of receipt of the claim by the Engineer, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the Engineer and the Contractor. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

**5.4.11.2** For claims of over \$50,000 and less than or equal to \$375,000, the Engineer shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the Engineer and the Contractor. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

**5.4.12 Meet and Confer.** If the Contractor disputes the Engineer's written response, or the Engineer fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the Engineer's response or within 15 days of the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**5.4.13 Government Code Claim.** Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim as provided in Government Code Title I, Division 3.6, Part 3, Chapter 1, Article 1(commencing with section 900) and Chapter 2, Article 1 (commencing with section 910). For

purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits a timely written claim pursuant to subsection 5.4.5 until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process; provided that if the Contractor fails to demand a meet and confer conference within the applicable 15 day period, then the Contractor shall be deemed not to dispute the Engineer's written response to the claim and any tolling of the running of the period of time within which a Government Code claim must be filed (see Public Contract Code section 20104.2(e) shall cease upon expiration of the applicable 15 day period.

## **5.5 SPECIAL LITIGATION PROVISIONS.**

The following procedures shall apply to all civil actions filed to resolve claims subject to Public Contract Code section 20104 (i.e., any claim for a time extension or claim for money or damages of less than \$375,000).

**5.5.1 Mediation.** Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

### **5.5.2 Arbitration.**

**5.5.2.1** If the matter remains in dispute, the case shall be submitted to Judicial arbitration pursuant to Code of Civil Procedure Title 3, Part 3, Chapter 2.5 (commencing with section 1141.10), notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (Code of Civil Procedure title 3, part 4, chapter 3, article 3 (commencing with section 2016)) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

**5.5.2.2** Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

**5.5.2.3** In addition to Code of Civil Procedure Title 3, Part 3, Chapter 2.5 (commencing with section 1141.1 0), any party who, after receiving an arbitration award, requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

**5.5.3 Witnesses.** The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**5.5.4 Payment of Undisputed Claims.** The District shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract Documents.

**5.5.5 Interest.** In any suit filed under this section 5.5, the District shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## **5.6 LARGE CLAIM RESOLUTION.**

For any claim for money or damages of more than \$375,000 (i.e., any claim not subject to California Public Contract Code section 20104), the following requirements apply:

**5.6.1 District Response to Claim.** The Engineer shall respond in writing to the written claim within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim that the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the Engineer and the Contractor. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation.

**5.6.2 Meet and Confer.** If the Contractor disputes the Engineer's written response, or the Engineer fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 days of receipt of the Engineer's response or within 15 days of the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**5.6.3 Lawsuit on the Claim.** Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may, within six (6) months from the date of the last meet and confer conference, file a lawsuit on the claim. If the Contractor fails to demand a meet and confer conference as described in section 5.6.2, the Contractor may, within six (6) months from the date of the Engineer's written response, file a lawsuit on the claim. If the Contractor fails to file a lawsuit within whichever six-month period is applicable, then the District's written response to the claim shall be final, conclusive and binding on the Contractor, and the Contractor agrees that it thereafter shall be barred from filing a lawsuit on the claim.

## **5.7 GUARANTEE**

**5.7.1** In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, or implied-in-fact or in-law, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to repair or replace or both at its sole cost and expense, and to

the satisfaction of the Engineer and the District, any and all materials which may be defective or improperly installed.

**5.7.2** The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. Contractor shall leave the site of any such repair or replacement work in satisfactory working order and condition.

**5.7.3** In the event of failure to comply with the above stated conditions within a reasonable time, the District is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.

**5.7.4** The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect for one year from the date of recording a notice of completion. This guarantee does not excuse the Contractor from breaches of contract causing defects that occur or are discovered more than one year after the notice of completion. In addition, the warranty and guaranty period for repaired or replaced work or part shall be one year from the date of acceptance of said repaired or replaced work or part, but not less than the remaining warranty period of the original work.

## **5.8 AUTHORITY OF THE ENGINEER**

**5.8.1** The Engineer is the representative of the District and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work; and its decisions on these matters shall be final and conclusive. The Engineer has the authority to reject all work and materials that do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

**5.8.2** If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and the Contractor shall comply with such order. Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the work within the specified time.

**5.8.3** The Engineer shall have the authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the work.

**5.8.4** Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.

**5.8.5** Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.

## **5.9 DRAWINGS**

**5.9.1** Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor, free of charge, up to (3) copies of full size Drawings and Specifications which are reasonably necessary for the execution of the work. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such Drawings unless the Engineer shall have failed to deliver the same within two weeks after receipt of written demand therefor from the Contractor. If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be its duty to inform the Engineer in writing, and the Engineer will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to it, on request, at the completion of the work. All models are the property of the District.

**5.9.2** The Contractor shall maintain at the site of work one record copy of the Drawings, in good order, and available to the Engineer. The Contractor shall mark the Drawings to record all changes and corrections made during construction. The Contractor shall make all corrections and changes on the Drawings as necessary to produce accurate and complete record Drawings showing the "as built" work. Marked Drawings shall be updated at least weekly. The Contractor shall submit to the Engineer a final, complete and accurate set of record Drawings prior to or simultaneously with the Contractor's request for final payment.

**5.9.3** The Drawings shall be supplemented by such shop drawings prepared by the Contractor as are necessary to adequately control the work. Contractor shall not make any changes in any shop drawings after they have been reviewed by the Engineer.

**5.9.4** Shop drawings for any structure shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, and erection plans, which shall be reviewed and approved by the Engineer before any such work is performed.

**5.9.5** Shop drawings will be required for cribs, cofferdams, falsework, centering and form work and for other temporary work and methods of construction the Contractor proposes to use. Such drawings shall be subject to the review and approval of the Engineer insofar as the details affect the character of the finished work, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

**5.9.6** Contractor agrees that shop drawings processed by the Engineer are not Contract Change Orders, and that the purpose of shop drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, and to demonstrate its understanding by indicating which equipment and material it intends to furnish and by detailing the fabrication methods it intends to use.

**5.9.7** It is expressly understood, however, that favorable review of the Contractor's shop drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its shop drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Specifications are discovered either prior to or after shop drawings are processed by the Engineer, the Specifications shall control and shall be followed.

**5.9.8** Unless otherwise stated, the Engineer shall have 30 days from the date of receipt of shop drawings for review.

**5.9.9** Full compensation for furnishing all shop drawings shall be considered as included in the prices paid for the Contract items of work to which such drawings relate and no additional compensation will be allowed therefor. Any cost related to the Engineer's review of any particular set of shop drawings more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the District reserves the right to withhold such costs from payments due the Contractor.

## **5.10 CONSTRUCTION STAKING AND SURVEYS**

The Contractor shall provide construction stakes and benchmarks as it deems necessary to establish lines and grades required for the completion of the site work specified in the Contract Documents. The Contractor shall make all other surveys necessary for the completion of the work. Any marks set by the District or Engineer shall be carefully preserved by the Contractor. The Contractor shall be charged for the cost of replacing or restoring the stakes or marks that are destroyed or damaged by its operation. This charge will be deducted from any monies due or to become due to the Contractor under the Contract.

## **5.11 PERMITS AND REGULATIONS**

**5.11.1** Permits and licenses, of a temporary nature, necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District unless otherwise specified.

**5.11.2** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as shown on the plans and described in the Specifications. The Contractor shall promptly notify the Engineer in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, it shall bear all costs arising therefrom.



## **5.12 CONFORMITY WITH CONTRACT DOCUMENTS**

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Specifications and plans, and his decision as to any allowable deviations therefrom shall be final and conclusive.

## **5.13 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS**

**5.13.1** The Contract Documents are complementary and a requirement occurring in one is as binding as though occurring in all.

**5.13.2** In the event of conflict between the Plans and the Specifications, the Specifications shall govern, except that, where items are shown on the Plans and are not specifically included in the Specifications, the Plans shall govern.

**5.13.3** Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications and Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Engineer, whose decision thereon shall be final and conclusive.

**5.13.4** In the event of any discrepancy between any Plans and the figures written thereon, the figures shall be taken as correct. Detailed drawings shall prevail over general drawings.

**5.13.5** Any reference made in the Specifications or on the Plans to any specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the work is advertised for Bids.

## **5.14 SUBCONTRACTS**

**5.14.1** The attention of the Contractor is directed to California Public Contract Code section 4100, et seq., regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.

**5.14.2** Each subcontract shall contain a suitable provision for the suspension or termination thereof should the work be suspended or terminated or should the subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall be fully responsible to the District for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the District. If a legal action, including arbitration and litigation, against the District is initiated by a subcontractor or supplier, the Contractor shall reimburse the District for the amount of legal, engineering and all other expenses incurred by the District in defending itself in said action.

**5.14.3** The District and the Engineer reserve the right to approve all subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of subcontractors that is submitted with its proposal' will be deemed to be acceptable.

## **5.15 COOPERATION OF CONTRACTORS**

**5.15.1** Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved by the District to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

**5.15.2** When two or more contractors are employed on related or adjacent work, each shall conduct its operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure to finish the work within the time specified for completion.

## **5.16 SUPERINTENDENCE**

**5.16.1** The Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work that may be required.

**5.16.2** The Contractor is solely responsible, at all times, for the superintendence of the work and for its safety and progress.

**5.16.3** Whenever the Contractor or its authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

**5.16.4** Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

## **5.17 INSPECTION OF WORK**

**5.17.1** Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. He shall not be required to make comprehensive or continuous inspections to check the quality of the work, and he shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

**5.17.2** Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the work shall at all times be maintained for the necessary use of the Engineer and other agents of the District, and agents of the Federal, State, or local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.

**5.17.3** One or more inspectors may be assigned to observe the work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.

**5.17.4** The Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress; and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the District, of the time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.

**5.17.5** Work performed without inspection may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of District-furnished materials used in the work, shall be borne by the Contractor, regardless of whether or not the work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the District will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost unless it can show that the defect in the work was caused by another contractor, and in that event the District will pay such costs.

**5.17.6** The inspection of the work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor; and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the work within ten (10) calendar days after direction by the Engineer in writing, the District may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.

**5.17.7** The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

**5.17.8** Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

**5.17.9** The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or his authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply.

## **5.18 TESTS**

The Contractor shall perform at its expense all tests specified or required by the Specifications. The Engineer will perform such tests as he deems necessary to determine the quality of work or compliance with

Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. All tests by the Engineer will be performed in such a manner as will not unnecessarily delay the work. The Contractor shall not be required to reimburse the District for tests performed by the District or Engineer. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

## **5.19 REMOVAL OF REJECTED AND UNAUTHORIZED WORK AND MATERIALS**

**5.19.1** All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.

**5.19.2** Any work done beyond the lines and grades shown on the Plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.

**5.19.3** Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the District may cause rejected or unauthorized work to be remedied, removed, or replaced, and may deduct the costs therefor from any monies due or to become due the Contractor.

## **5.20 DEDUCTIONS FOR UNCORRECTED WORK.**

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract price shall be made therefor; and such sum may be withheld by District from Contractor's payment.

## **5.21 EQUIPMENT AND PLANTS**

**5.21.1** Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.

**5.21.2** Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the work to completion within the time limit.

**5.21.3** The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

**5.21.4** The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

**5.21.5** In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the District, shall promptly remove any part or all of its equipment and supplies from the property of the District. If the Contractor fails to do so, the District shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **5.22 CHARACTER OF WORKER**

If any subcontractor, or person employed by the Contractor or any subcontractor shall be incompetent or act in a disorderly or improper manner, it shall be removed from the project work immediately, and such person shall not again be employed on the work. Such discharge shall not be the basis for any claim for compensation or damages against the District, the Engineer or any of their officers, directors, employees or agents.

## **5.23 SEPARATE CONTRACTS**

**5.23.1** The District reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the other contractor's work.

**5.23.2** If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects that may develop in the other contractor's work after the execution of its work. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

## **5.24 MATERIALS**

**5.24.1** Unless otherwise specifically stated in the Specifications, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to insure completion of the work in

accordance with the Contract Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.

**5.24.2** Where materials are to be furnished by the District, the type, size, quantity and location at which they are available will be stated in the Contract Documents.

**5.24.3** Manufacturers' and suppliers' warranties, guarantees, operating manuals, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before final acceptance of the Contract work.

## **5.25 STORAGE OF MATERIALS; STORAGE AREAS**

**5.25.1** Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate inspection.

**5.25.2** The Contractor's work and storage areas are limited by the right-of-way lines as indicated on the Plans. The plant facilities are to be installed in property or easements owned by the District as shown on the Plans. The District shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. The Contractor shall make arrangements and pay for property off-site as required for storage, offices, work assembly areas, etc. The Contractor shall take all responsibility for storage of materials. No equipment for incorporation in the project may be stored in an area subject to flooding.

## **5.26 TRADE NAMES AND ALTERNATIVES**

For convenience in designation in the Specifications and Plans, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material that is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

**5.26.1** The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decision shall be final.

**5.26.2** Whenever the Specifications and Plans permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material or article will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request by the Contractor must be made within thirty-five (35) days after award of Contract.

**5.26.13 For the purposes of the AUTOMATED METER READING (AMR) AND METER REPLACEMENT PROJECT, the proposer is intended to provide meters and automated meter reading equipment and software from the same manufacturers represented in the proposal. Incidental plumbing parts, fittings, piping, boxes and lids required for completion of installation shall conform to District standards.**

## **5.27 CERTIFICATES OF COMPLIANCE**

**5.27.1** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

**5.27.2** All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

**5.27.3** The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

**5.27.4** The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

## **5.28 ASSIGNMENT**

The Contractor shall not assign the Contract or sublet it as a whole or in part without the written consent of the District, nor shall the Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of the District.

## **5.29 USE OF COMPLETED PORTIONS, RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT OR FACILITIES**

**5.29.1** The District may, at any time, and from time to time, during the performance of the work, enter the work site for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the District shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the District.



**5.29.2** If, prior to completion and final acceptance of all the work, the District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the District is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the District shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.

**5.29.3** If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the District.

### **5.30 LANDS FOR WORK, RIGHT-OF-WAY CONSTRUCTION ROADS, TEMPORARY UTILITY SERVICES**

**5.30.1** The District will provide the lands, easements, rights-of-way, and/or encroachment permits necessary or other rights to enter and work on lands necessary for the performance of the work. Other permits and licenses are addressed by section 5.11. Should the Contractor find it advantageous to use any additional land for any purpose whatever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the District.

When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner; and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.

**5.30.2** Lands, easements or rights-of-way to be furnished by the District for construction operations will be specifically shown on the Plans.

**5.30.3** The Contractor shall construct and maintain all roads necessary to reach the various parts of the work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

**5.30.4** The Contractor shall make its own arrangements for any utility services it may require during the life of this project. The Contractor shall make its own arrangements for telephone service which it will require for its field office.

### **5.31 PROGRESS SCHEDULE**

**5.31.1** The Contractor shall submit within 10 days after Date of the Contract a schedule or schedules which shall show the dates at which the Contractor will start and complete the several parts of the work. This schedule shall conform to the completion time specified in the Contract. The Contractor shall review and, if necessary, revise the progress schedule at least once per month, and in any event shall submit a current schedule to the Engineer at his request at any time during the contract period.

**5.31.2** The Engineer shall be advised in advance by the Contractor when construction work is scheduled and the days when no construction work will take place. If the Contractor fails to notify the Engineer in advance of the day or days when no construction work will be done, the Contractor will be charged the cost of inspection for that day or days and such charges may be deducted from any payment due the Contractor.

**5.31.3** When, in the judgment of the Engineer, it is necessary to accelerate any part of the work ahead of schedule, the Contractor shall, when directed, concentrate its efforts on such part after the work.

### **5.32 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION/CONSTRUCTION SEQUENCE**

**5.32.1** The Contractor shall commence the work covered by this Contract within fifteen (15) days after date of issuance of Notice to Proceed from the District to proceed with the work. Work will be considered to have commenced when the Contractor begins ordering materials and equipment or starts site work. The Contractor shall not commence work or incur any expenses in connection therewith, before it is notified to proceed with the work. Work on the total project shall be commenced within 14 calendar days from the issuance of the Notice to Proceed. The time allowed for completion includes an allowance for working time lost due to normal inclement weather. Work schedule shall be coordinated with and approved by District staff.

**5.32.2** The Contractor shall give the Engineer written notice not less than two (2) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work that may be caused by this failure to give such notice. The Engineer shall have the right to specify the locations where the Contractor shall start and proceed with the work.

**5.32.3** The Contractor shall diligently pursue the work and complete the work as specified within the time limits as set forth in the Contract Documents.

### **5.33 SUSPENSION OF WORK**

**5.33.1** The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the work for such period of time as may be necessary to prevent improper execution of the work on the project by

the Contractor, its subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.

**5.33.2** The District may at any time suspend any part or all of the work upon ten (10) days written notice to the Contractor, who shall thereupon discontinue all work suspended except for all operations to prevent loss or damage to work already executed as may be directed by the Engineer. In the event a part of the work is suspended, the Contractor, if the suspension is not through its fault or the fault of its subcontractors or agents, shall be paid in accordance with section 5.3.9 for costs of work performed in accordance with such orders of the Engineer during such suspension, provided that this shall not include any cost pertaining to work not suspended by the notice to suspend work. Work shall be resumed by the Contractor after such suspension on subsequent written notice to resume work from the District. In the event of suspension of the entire work by the District, the Contractor, if the suspension is not through the fault of the Contractor or the fault of its subcontractors or agents, shall be paid the sum of \$50 for each calendar day during which the entire work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from such suspension.

**5.33.3** In the event of any suspension of the work in whole or in part under subsection 5.33.2 above, if the suspension is not through the fault of the Contractor or the fault of its subcontractors or agents, the Contractor shall be entitled to an extension of time wherein to complete the work to the extent of the delay caused the Contractor thereby. If no agreement can be reached as to the time for extension, the Contractor shall submit a claim to the District within fifteen (15) days of a notice from the District that no agreement can be reached. The claim shall be processed in accordance with section 5.4.

**5.33.4** In the event the entire work shall be suspended by order of the District, and shall remain so suspended for a period of sixty (60) consecutive days, through no fault of the Contractor or its subcontractors or agents, and notice to resume the work shall not have been served on the Contractor, Contractor may, at its option, by written notice to the District, terminate the Contract in the same manner and on the same terms as if the termination had been initiated by the District pursuant to section 5.34.6, and the District shall have no claim for damages because of such termination of the Contract.

#### **5.34 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIMELY EXTENSION**

**5.34.1** The Contractor shall at all times employ such force, plant, materials, supplies, equipment and tools as will be sufficient, in the opinion of the Engineer, to prosecute the work at not less than the rates fixed under the terms of the Contract and to complete the work or any part thereof within the time limits fixed by the Contract. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within such time, the District may, after giving ten (10) days written notice to the Contractor, terminate its right to proceed with the work or such part of the work as to which there has been delay.

**5.34.2** The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

**5.34.2.1** The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to Acts of God, acts of the public enemy, acts of the District, acts of another contractor in the performance of a contract with the District, fires, floods (excluding site flooding due to groundwater), epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, unusually severe weather, or delays of subcontractors and suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such subcontractors and suppliers; and

**5.34.2.2** The Contractor, within ten (10) days from the beginning of any such delay (unless the Engineer grants a further period of time before the date of final payment under the Contract), notifies the Engineer in writing of the causes of delay and requests an extension of time. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension. If the Contractor disagrees with the Engineer's decision, it shall submit a claim to the District within fifteen (15) days after the Engineer's decision, which claim shall be processed in accordance with section 5.4.

**5.34.3** A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the District for additional compensation or damages unless caused by the District or another contractor employed by the District.

**5.34.4** If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor on account of its insolvency and not be discharged within ten (10) days after its appointment, or if the Contractor should fail to make prompt payments to subcontractors or suppliers, or should it persistently disregard laws, ordinances, or the instructions of the Engineer, or should it improperly execute the work, or should it otherwise commit a substantial violation of any provisions of the Contract, the District may, after giving ten (10) days written notice to the Contractor, terminate the Contract and/or the Contractor's right to proceed with the work.

**5.34.5** The rights and remedies of the District provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.

**5.34.6** In addition to the District's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the District that it is advisable for it, for whatever reason, to terminate the work, it may do so upon ten (10) days written notice to the Contractor. Upon service of such notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with or uncompleted, nor any other claim except for the work actually performed up to the time of termination, including any extra work ordered by the Engineer to be done, nor for any claim for liquidated damages in accordance with the provisions of section 5.33.

### **5.35 RIGHTS OF DISTRICT UPON TERMINATION**

**5.35.1** In the event the right of the Contractor to proceed with the work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) days notice to cure such fault and has not done so, the District may take over the work and prosecute the same to completion by contract or any other method the District deems expedient, and may take possession of and utilize in completing the work such materials, appliances, equipment and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for all damages, including but not limited to, costs of managerial and administrative services, engineering, legal and other consultant fees, sustained or incurred by the District in enforcing the provisions of section 5.34 and in completing or causing to complete the Contract work.

**5.35.2** Upon termination, the Contractor shall not be entitled to receive any further payment until the work is finished. If upon completion of the work the total cost to the District, including, but not limited to, engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs and liquidated damages, shall be less than the amount which would have been paid if the work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the District on account of termination of the Contractor and subsequent completion of the work by the District by whatever method the District may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the District for the full amount of such excess expense.

**5.35.3** The rights and remedies of the District provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.

### **5.36 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED: LIQUIDATED DAMAGES**

**5.36.1** It is agreed by the parties to the Contract that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the District; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the District as damages the amount of \$500.00 per day for each and every day's delay in finishing the work in excess of the completion date. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The District shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.

**5.36.2** In addition, the District shall have the right to charge to the Contractor and to deduct from the final or progress payments for the work the actual cost to the District of legal, engineering, inspection, superintendence, fines or penalties from federal, state, or local agencies and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

**5.36.3** Notwithstanding the provisions of section 5.36.1, the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the District or the owner of the utility under California Government Code section 4215.

### **5.37 CLEAN-UP**

**5.37.1** During the progress of the work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of work and before the final estimate is submitted, the Contractor shall at its own cost and expense remove from the vicinity of the work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction; and in the event of its failure to do so, the same may be removed by the District after ten (10) calendar days notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

**5.37.2** The Contractor shall dispose of all testing or disinfection water without damage to property, and all in accordance with applicable regulations. All chlorinated water shall be dechlorinated prior to discharge.

### **5.38 COMPLIANCE WITH LAWS; PERMITS; TAXES**

Contractor is an independent contractor and shall at its sole cost and expense do the following: comply with all laws, rules, ordinances and regulations of all federal, state and local agencies having jurisdiction over the work; procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the work; pay all federal, state and local taxes, including manufacturers' taxes, sales taxes, use taxes, processing taxes, and payroll, wage, insurance, social security, and unemployment taxes on wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations; and pay all property tax assessments on materials or equipment used until acceptance by the District. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall also protect, defend, hold harmless and indemnify the District, the Engineer, and all of the District's officers, directors, agents, and employees against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

**5.38.1** Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

**5.38.2** The Contractor, upon request, shall furnish evidence satisfactory to the District and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the District that it is licensed by all applicable federal, state and local governmental bodies to perform this Contract and will remain so licensed throughout the progress of the work, and that it has, and will have, throughout the progress of the work, the necessary experience, skill and financial resources to enable it to perform this Contract.

### **5.39 PREVAILING WAGE, AND TRAVEL AND SUBSISTENCE PAY**

**5.39.1** The Contractor shall forfeit as penalty to the District not more than the sum of fifty dollars (\$50) for each calendar day or portion thereof for each worker (whether employed by the Contractor or subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the California Labor Code and in particular, sections 1772 to 1780. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of the contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the contractor in meeting its prevailing wage obligations, or a contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the contractor had knowledge of its obligations under Labor Code sections 1720, et seq. In addition to the aforementioned penalty, each worker shall be paid the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof or which said worker was paid less than the prevailing wage.

**5.39.2** The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its Bid, and will not under any circumstances be considered as the basis of a claim against the District or the Engineer.

### **5.40 LABOR DISCRIMINATION**

Attention is directed to California Labor Code section 1735 which is applicable to the work under this Contract and which reads as follows: "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

### **5.41 EIGHT-HOUR DAY LIMITATION**

**5.41.1** In accordance with the provisions of the California Labor Code, and in particular, sections 1810 to 1815, eight hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in anyone calendar day and forty (40) hours in anyone calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during anyone week upon compensation for

all hours worked in excess of eight (8) hours per day or forty (40) hours during anyone week at not less than one and one-half times the basic rate of pay. Except as just provided, the Contractor shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of this Contract by it or by any subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in anyone calendar day and forty (40) hours in anyone calendar week in violation of sections 1810 through 1815.

**5.41.2** The Contractor shall comply in all respects with the provisions of Labor Code section 1776, whose provisions are incorporated therein by this reference. In accordance with section 1776, the Contractor and each subcontractor shall keep an accurate record showing the names, addresses, social security numbers, work classifications, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work specified therein, which record shall be open at all reasonable hours at the principal office of the Contractor to the inspection of the District, State and Federal officers and agents. Certified copies of the payroll records shall be furnished or made available for inspection to others as provided in section 1776. These payroll records shall be certified and shall be on forms provided by the State Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division. The Contractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in a manner so as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

The Contractor shall inform the District of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address. The Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. In the event that the Contractor fails to comply with the 10-day period, he or she shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

## **5.42 EMPLOYMENT OF APPRENTICES**

The Contractor's attention is directed to California Labor Code sections 1777.5, 1777.6 and 1777.7 pertaining to employment of indentured apprentices, which are hereby incorporated by reference into this Contract. As applicable, the Contractor or any subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of sections 1777.5, 1777.6 and 1777.7.

## **5.43 WATER POLLUTION**

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and canals from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs,



and canals. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with California Fish and Game Code section 5650 and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

#### **5.44 PATENTS**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated into the work, and agrees to indemnify, defend, protect and save harmless the District, the Engineer, and all of their officers, directors, employees, and other representatives, from all suits at law, or actions of every nature for, or on account of, the use of any patented materials, equipment, devices, or processes.

#### **5.45 PUBLIC CONVENIENCE**

**5.45.1** This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.

**5.45.2** The Contractor shall conduct its operations as to offer the least possible obstruction and inconvenience to the public; and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.

**5.45.3** Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

**5.45.4** Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at its expense.

**5.45.5** Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

**5.45.6** Convenient access to driveways, houses and buildings along the line of the work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

**5.45.7** Water shall be supplied at Contractor's expense if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents.

**5.45.8** In order to expedite the passage of public traffic through or around the work, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, the Contractor shall provide and station competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flaggers, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.

**5.45.9** Flaggers and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

## **5.46 UNDERGROUND UTILITIES**

Prior to conducting any excavation, the Contractor shall contact the appropriate regional notification center as required by and shall otherwise comply with California Government Code section 4216, et seq. In accordance with Government Code section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities.

## **5.47 SAFETY AND TRENCHING**

**5.47.1** The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the work.

**5.47.2** The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the District responsible for providing a safe place for the performance of work by the Contractor, subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

**5.47.3** The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to electrical work, work involving excavation and in pump sump work.

**5.47.4** All work and materials shall be in strict accordance with all applicable State, Federal and local laws, rules, regulations, and codes.

**5.47.5** Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. When vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.

**5.47.6 Shoring and Trench Safety Plan.** Attention is directed to California Civil Code section 832 relating to lateral and subjacent support, and the Contractor shall comply with this law.

**5.47.7** In accordance with California Labor Code § 6705, if the total amount of the contract is in excess of \$25,000, the Contractor shall submit to the District for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5 feet or more in depth.

**5.47.7.1** The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with applicable requirements of the United States Department of Labor regulations (29 CFR Part 1926) and the Cal-OSHA Construction Safety Orders, whichever are more stringent, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of OSHA and the Safety Orders.

**5.47.7.2** The District or the Engineer or their consultants may have made investigations of subsurface conditions in areas where the work is to be performed. If so, these investigations are identified in the Contract Documents and the records of such investigations are available for inspection at the office of the Engineer. The detailed plan showing the design of shoring, etc., which the Contractor is required to submit to the District for acceptance of excavation will be not accepted by the District if the plan is based on subsurface conditions which are more favorable than those revealed by the investigations made by the District or the Engineer or their consultants; nor will the plan be accepted if it is based on soils-related criteria which is less restrictive than the criteria set forth in the report on the aforesaid investigations of subsurface conditions.

**5.47.7.3** The detailed plan showing the design of shoring, etc., shall include surcharge loads for nearby embankments and structures, for spoil banks, and for construction equipment and other construction loadings. The plan shall indicate for all trench conditions the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

**5.47.7.4** Nothing contained in this section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection. Review of the plan by the District and/or Engineer is only for general conformance to OSHA and the

Safety Orders. Their failure to note exceptions) to the submittal does not relieve Contractor of any responsibility or liability for the plan. Contractor remains solely and completely responsible for all trench safety and for the means, methods, procedures, and materials therefor.

**5.47.7.8** In accordance with California Public Contract Code section 7104, in the event that the work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing, of any:

(a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 251 17 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or,

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor when the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **5.48 PROTECTION OF PERSON AND PROPERTY**

**5.48.1** The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the District's property, adjacent property, and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.

**5.48.2** The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury to any pipes, conduits or other structures crossing the trenching or encountered in the work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be

responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, it must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.

**5.48.3** The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to its entry onto the job.

**5.48.4** Type and time of construction required at any road subject to interference by Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, any construction right-of-way obtained by the District at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flaggers, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this section shall be borne by the Contractor.

**5.48.5** The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures we necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

#### **5.49 RESPONSIBILITY FOR REPAIR OF FACILITIES**

All public or private facilities, including but not limited to canals, structures, telephone cables, roadways, curbs, gutters, parking lots, private drives, levees and embankments for creeks, ponds and reservoirs disturbed during construction of the work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

#### **5.50 DISTRICT'S REPAIR**

In the event the Contractor refuses or neglects to make good any loss or damage for which it is responsible under this Contract, the District may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the District from claims for payment made by the Contractor for work completed or remaining to be completed.

## 5.51 CONTRACTOR'S LICENSE NOTICE

STATEMENT REQUIRED BY CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 7030:

**"CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO: REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826."**

## 5.52 INSURANCE

**5.52.1** The Contractor shall procure and maintain for the duration of the Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

**5.52.2 Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- a. Commercial general liability coverage (Insurance Services Office Commercial General Liability coverage occurrence Form CG 0001), including liability coverage for premises and operations, explosion and collapse hazard, underground hazard, products/completed operations hazard, contractual liability, use of independent contractors, and broad form property damage with completed operations.
- b. Automobile liability coverage (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)).
- c. Workers' compensation insurance as required by the State of California and employer's liability insurance.
- d. Course of construction (also known as builder's risk) insurance form providing coverage for all risks of physical loss, damage or destruction to the work, to insure against such losses until final acceptance of the work by the District.

**5.52.3 Minimum Limits of Insurance.** The Contractor shall maintain limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d. Course of Construction: Completed value of the project.

The above insurance limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this Section 5.52.

**5.52.4 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**5.52.5** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

**5.52.5.1** The District and its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, and their officers, officials, employees, agents or volunteers. The additional insured coverage or endorsement shall comply with California Insurance Code section 11580.04.

**5.52.5.2** For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District and its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**5.52.5.3** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District and its officers, officials, employees, agents or volunteers.

**5.52.5.4** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.52.5.5** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after 30 days' prior written notice by U.S. mail has been given to the District.

**5.52.6** Course of construction policies shall contain, or be endorsed to contain, the following provisions: (a) District shall be named as loss payee; and (b) The insurer shall waive all rights of subrogation against the District.

**5.52.7** Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or equivalent, unless otherwise approved by District.

**5.52.8 Verification of Coverage.** Prior to commencing work, Contractor shall provide to District the following proof of insurance: (a) certificate(s) of insurance on ACORD Form 25-S (or insurer's equivalent) evidencing the required insurance coverages; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s) and certifying the additional insured coverages, or equivalent additional insured blanket endorsement. The District reserves the right to require complete copies of all required insurance policies and/or endorsements affecting required insurance coverage at any time.

**5.52.9 Subcontractors.** The Contractor shall include all actions and activities of its subcontractors as insureds under its policies, or shall require each subcontractor to provide insurance coverage consistent with the foregoing and to furnish separate endorsements or certificates to the District. All coverages for subcontractors shall be subject to all of the requirements stated in this section.

**5.52.10** Any products/completed operations insurance coverage shall be maintained after completion of the project for the full guarantee period.

**5.52.11** The requirements as to the types, limits, and the District's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

**5.52.12** In addition to any other remedy the District may have, if the Contractor or any of the subcontractors fails to maintain the insurance coverage as required in this section 5.52, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.



### **5.53 INDEMNITY AND LITIGATION COST**

**5.53.1** Contractor shall protect, defend, indemnify and hold harmless the District and Engineer, and their respective officers, directors, agents, employees, volunteers, representatives, boards, and consultants from and against all penalties and fines imposed by law and all loss, claim, cause of action, demand, suit, judgment, cost, damage, expense, and liability (including but not limited to court or arbitration costs and reasonable attorneys' and expert witness fees) resulting from injury to or death of persons, including without limitation employees of the District, Engineer and Contractor, or damage to or loss of property, caused by, arising out of or in any way connected with the Contractor's or its subcontractors' or suppliers' performance, operations or activities under this Contract, except to the extent the sole negligence, active negligence or willful misconduct of an indemnified party proximately causes the loss, claim, demand, cost, suit, judgment, penalty, fine, cause of action, damage, expense, or liability. Upon the request of an indemnified party hereunder, Contractor shall defend any suit asserting a claim covered by this indemnity and shall pay any cost that may be incurred by an indemnified party in enforcing this indemnity. In all cases, the indemnified party shall have the right to approve counsel selected by Contractor in the defense of any legal action or with respect to any claim, which approval shall not be unreasonably withheld. In addition, the indemnified party shall have the right to participate in and be represented by counsel of its own choice and at its own expense in any legal action or with respect to any claim.

**5.53.2** The District may withhold from payment due Contractor hereunder such amounts as, in the District's opinion, are sufficient to provide security against all loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision.

**5.53.3** In any and all claims against the District or the Engineer and his consultants, and each of their officers, directors, employees and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.

**5.53.4** Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release Contractor from its obligations to indemnify, so long as the event upon which the claim is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Contract by Contractor, its employees, agents, suppliers or subcontractors, or the employee, agent or subcontractor of anyone of them.

**5.53.5** Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. The obligations of this indemnity section shall apply whet or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**5.53.6** In accordance with California Public Contract Code section 9201(b), if District receives any written third-party claim relating to work performed under this Contract, then District agrees to promptly notify Contractor about the third-party claim.

## **5.54 PROTECTION OF WORK**

**5.54.1** The Contractor shall be responsible for the care of all work until its completion and final acceptance; and it shall, at its own expense, replace damaged or lost material and repair damaged parts of the work or the same may be done at its expense by the District and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

**5.54.2** The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

**5.54.3** The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventative measures as directed by the Engineer.

**5.54.4** The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, or subcontractors or their employees in the course of their employment, or anyone directly or indirectly employed by any of them, when such trespass was committed with or without the consent or knowledge of the Contractor.

**5.54.5** The Contractor shall see that the worksite is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.

**5.54.6** The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas.

**5.54.7** In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under section 5.3.

**5.54.8** Except as provided by California Government Code section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents; and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the District, the District will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in conformance with applicable provisions of section 5.3, if so directed by the Engineer and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the District or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the District in the Contract Documents, it shall immediately notify the Engineer in writing.

**5.54.9** When the work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the work so that no damage will result to either public or private interests; and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the work.

## **5.55 ACCIDENTS**

**5.55.1** The Contractor shall provide and maintain, in accordance with California Labor Code section 6708 and Cal-OSHA requirements, adequate emergency first-aid treatment for its employees and anyone else who may be injured in connection with the work.

**5.55.2** The Contractor shall promptly report in writing to the Engineer all accidents of any nature arising out of, or in connection with, the performance of the work, on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death, serious injury, or serious damage occurs, the Contractor shall report the accident immediately by telephone or messenger to the District and the Engineer.

**5.55.3** If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

#### **5.56 NO PERSONAL LIABILITY**

Neither the District, the Engineer, nor any of their officers, directors, agents, or employees shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

#### **5.57 MEASUREMENT OF QUANTITIES**

Where the Contract provides for payment on a lump sum price basis, no measurement of quantity will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, and these measurements shall be final and conclusive. All quantities of work computed under the Contract shall be based upon measurements by the Engineer according to United States Measurements and Weights. Methods of measurement are specified herein and in the Specifications.

#### **5.58 SCOPE OF PAYMENT**

**5.58.1** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract; and for completing the work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

**5.58.2** No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

#### **5.59 PROGRESS ESTIMATE**

For each calendar month of Contract work, the Engineer will prepare a progress estimate of all work performed under the Contract. Within the first ten (10) days of each succeeding calendar month, the Engineer will prepare in writing and certify to the District, an estimate which in his opinion is a fair approximation of the value of all work done under the Contract, including any amounts due the Contractor for extra work and change orders. In arriving at the value of the work done, the Engineer will give consideration to the value of labor and materials which have been incorporated into the permanent work by the Contractor during the preceding

month. Consideration will not be given to preparatory work done or for materials or equipment on hand. In order to assist the Engineer, the Contractor shall furnish the Engineer with copies of invoices for all such items delivered to the job site and incorporated into the work.

## **5.60 PROGRESS PAYMENTS**

**5.60.1** The District will pay the Contractor ninety (90%) percent of the amount of each properly submitted and undisputed progress payment request. Ten (10%) percent of the amount of each payment request shall be retained by the District until final completion and acceptance of all work under the Contract; provided, however, that if the Engineer, at any time after fifty (50%) percent of the work has been completed, finds that satisfactory progress is being made, the District may pay any or all of the remaining progress payments in full.

**5.60.2** In accordance with California Public Contract Code section 20104.50, a written payment request from the Contractor shall be reviewed by the Engineer as soon as practicable in order to determine whether it is proper. If it is determined not to be a proper payment request suitable for payment, then the Engineer shall return it to the Contractor with a written explanation of the deficiencies as soon as practicable, but not later than 7 days after receipt of the payment request. If the payment request is determined to be properly submitted and is undisputed, the Engineer will certify the payment as provided above and the District shall make the payment to the Contractor within 30 days after receipt of the payment request. If a properly submitted and undisputed payment request is not paid within this 30 day period, then the District shall pay interest on the overdue amount to the Contractor at the legal rate set forth at California Code of Civil Procedure section 685.010. This section shall not apply if District funds are not available for payment of the payment request or if payment is delayed due to an audit inquiry by the financial officer of the District.

**5.60.3** Omitted.

**5.60.4** When, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.

**5.60.5** No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials or equipment. Estimated amounts and values of work done and materials and equipment incorporated into the work will be conformed to actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.

**5.60.6** It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

**5.60.7** District reserves the right to make payments jointly to the order of the Contractor and to any of its subcontractors or suppliers that might have a right to file a stop notice with the District. The District shall have no obligation to payor to ensure the payment of money to a subcontractor or supplier, except as may otherwise be required by law.

#### **5.61 FINAL ACCEPTANCE AND DATE OF COMPLETION**

Whenever the Contractor shall deem all work under this Contract to have been completed in accordance therewith, it shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, he shall proceed with all reasonable diligence to determine accurately the total value of all work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the work, and will file copies thereof with the District and the Contractor. The date of completion shall be the date upon which the District Board adopts a Resolution accepting the Project as complete.

#### **5.62 FINAL PAYMENT**

Within 10 days after the date of completion, the District will file in the office of the County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor. On the expiration of 60 days after the recordation of such Notice of Completion, the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishing of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract or as required by law. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate. In accordance with California Public Contract Code section 7107(c), in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed 15% of the disputed amount.

#### **5.63 FINAL RELEASE**

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the District with a signed written release of all claims against the District arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially one of the following forms:

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to the District on the job of the District located at \_\_\_\_\_, California, and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

CONTRACTOR

Dated: \_\_\_\_\_

\_\_\_\_\_ [Contractor name]  
\_\_\_\_\_ [Authorized signature]  
\_\_\_\_\_ [Name]  
\_\_\_\_\_ [Title]

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN *IT*, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from the District in the sum of \$ \_\_\_\_\_ payable to Contractor and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of the District located at \_\_\_\_\_, California. This release covers the final payment to the undersigned of all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_ [Contractor name]  
\_\_\_\_\_ [Authorized signature]  
\_\_\_\_\_ [Name]  
\_\_\_\_\_ [Title]

## **5.64 RIGHT TO WITHHOLD PAYMENTS**

In addition to all other rights and remedies of the District hereunder and by virtue of law, the District may withhold or nullify the whole or any part of any progress payment or up to 150% of the disputed amount from the final payment (see California Public Contract Code section 7107(c)) to such extent as may reasonably be necessary to protect the District from loss on account of:

**5.64.1** Defective work not remedied, irrespective of when any such work be found to be defective;

**5.64.2** Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to, claims under California Labor Code sections 1775, 1776, or 1777.7;

**5.64.3** Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to subcontractors and/or suppliers;

**5.64.4** A reasonable doubt that the work can be completed for the balance then unearned;

**5.64.5** A reasonable doubt that the Contractor will complete the work within the agreed time limits;

**5.64.6** Costs to the District resulting from failure of the Contractor to complete the work within the proper time; or

**5.64.7** Damage to work or property.

Whenever the District shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefor will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the District will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the District against claims or liens of mechanics, suppliers, materialmen, subcontractors, etc., the District may at its discretion permit the Contractor to deliver a surety bond in terms and amount satisfactory to the District, indemnifying the District against any loss or expense, and upon acceptance thereof by the District, the District shall release to the Contractor monies so withheld.

## **5.65 WAIVER OF INTEREST**

The District shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies that the District is required to withhold by reason of judgment, order, statute or judicial process, or may withhold pursuant to the provisions of this Contract.



## **5.66 SATISFACTION OF CLAIMS AND LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the District, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the District, to indemnify the District against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

## **5.67 ASSIGNMENT**

In accordance with California Public Contract Code section 7103.5, the Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

## **5.68 AVAILABILITY AND AUDIT OF INFORMATION**

**5.68.1** The District's duly authorized representatives shall have, during the term of the Contract and for two years thereafter, the right to inspect, copy and audit all of the Contractor's and its subcontractors' accounts and records of all description, including but not limited to source documents and computer files, and to interview personnel, pertaining to the Contract to verify or review the quantity, quality, work program and progress of the work, reimbursable costs, amounts claimed by the Contractor, estimates of cost for fixed rates including those applicable to proposed changes, and for any other reasonable purposes.

**5.68.2** The Contractor's and its subcontractors' accounts shall be kept in accordance with generally accepted accounting principles in the particular industry and shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amounts of the different items of service and cost pertaining to the Contract and the basis for charges or allocations to the Contract. The Contractor and its subcontractors shall preserve all such accounts and records for a period of two years after the term of the Contract.

**5.68.3** The Contractor shall include the necessary provisions in its subcontracts to ensure that its subcontractors comply with this provision.

**5.68.4** The parties acknowledge that this Contract, and performance and payments under this Contract, are subject to examination and audit by the State Auditor General for three years following final payment under this Contract pursuant to California Government Code section 8546.7.

### **5.69 HAZARDOUS MATERIALS**

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to cause cancer or reproductive toxicity." The District may use chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-District-owned facilities and locations. Accordingly, in performing the work or services contemplated under this Contract, Contractor, its employees, agents, and subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list.

### **5.70 INTEGRATION**

The Contract Documents constitute the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Contract, except those other documents that are expressly referenced in the Contract Documents.

### **5.71 WAIVER**

The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or matter.

### **5.72 REMEDIES NOT EXCLUSIVE**

The remedies provided in this Contract are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Contract shall be without prejudice to the enforcement of any other remedy.

### **5.73 SEVERABILITY**

The invalidity, illegality or unenforceability of any provision of the Contract Documents shall not render the other provisions unenforceable, invalid or illegal.

#### **5.74 GOVERNING LAW AND VENUE**

Except as otherwise required by law, this Contract shall be interpreted, governed by, and construed under the laws of the State of California. The County shall be venue for any litigation concerning the enforcement or construction of this Contract.

#### **5.75 NOTICES**

Any notice, demand, invoice or other communication required or permitted to be given under this Contract shall be in writing and either served personally or sent by prepaid, first class U.S. Mail and addressed as follows: for the District, either to the Engineer or the District at the addresses set forth in the Invitation to Bid; for the Contractor, at the address set forth in its Bid. Any party may change its address by notifying the other party in writing of the change of address.

## 6. Special Provisions

### Contracting Requirements

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the State of California, Department of Transportation, District Director of Transportation, for the district in which the work is situated and at the Georgetown Divide Public Utility District Office.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates as listed in the General Prevailing Wage Rates to all laborers, workmen, and mechanics employed by them in the execution of the contract. The Contractor shall provide the District with a certified copy of all payroll records in accordance with Section 1776 of the Labor Code. The Contractor and all subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Proposer shall have one of the following California State Contractor's Licenses: Class A General Engineering, Class B General Building, or Class C-36 Plumbing Contractor License.

The General Prevailing Wage Rates are included herein as Attachment G.

### Federal Funding Requirements Upon the Contractor

The District will endeavor to ensure that all requirements detailed in **Exhibit N - Disadvantaged Business Enterprise (DBE) Requirements** under the contract contained in **Attachment F** are satisfied. Contractor shall cooperate with and assist the District in achieving compliance with all requirements specified therein. All requirements specified for compliance by bidders, contractors and subcontractors shall be the full responsibility of the Contractor. By submitting a proposal or bid for work on this project, whether as a subcontractor or prime contractor, Contractor agrees to fully comply with the requirements and provide completed copies of the forms provided in said **Exhibit N** with all information required to the extent applicable to their participation in the bid or proposal process.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The District will endeavor to ensure that all requirements detailed in **Exhibit O - Davis-Bacon (DB) Requirements for DWSRF Projects** under the contract contained in **Attachment F** are satisfied. Contractor shall cooperate with and assist the District in achieving compliance with all requirements specified therein. All requirements specified in **Section 3. Contract and Subcontract Provisions** and **Section 4 Contract Provision for Contracts in Excess of \$100,000 of Exhibit O - Davis-Bacon (DB) Requirements for DWSRF Projects**, shall be the full responsibility of the Contractor. The Davis-Bacon federal wage rate determination is provided in Attachment G with the California Director of Industrial Relations wage determination(s).

The District will endeavor to ensure that all requirements detailed in **Exhibit P - American Iron and Steel (AIS) Requirements** under the contract contained in **Attachment F** are satisfied to the extent applicable. Contractor shall cooperate with and assist the District in achieving compliance with all requirements specified therein. All

requirements specified for compliance by manufacturers, contractors and subcontractors shall be the full responsibility of the Contractor.

### General Information

The District will make one outdoor location that is owned by the District available to the Contractor for staging and storage of materials and equipment. The site is/is not secured with fencing and locked gates. The District makes no representation or warranty of sufficiency of the existing security fencing and gates for protection of the Contractor's property. The Contractor will be allowed to place temporary security fence enclosures around the designated area for their use at their option and at no additional expense to the District. Approximately 23,000 square feet of contiguous area will be available at the site. The address of the available staging/storage area is: 6425 Main Street, Georgetown, CA 95634 (shown in Figure 1 below).



Figure 1: Staging Area 6425 Main Street

If additional staging/storage areas are needed, the use of unused portions of District property which are not explicitly open to public use or actively used by District operations may be proposed in the written proposal for consideration by the District. The use of private property for staging/storage shall be approved by the District.

All quantities are estimated for the purposes of cost comparison and establishment of contract values. Actual quantities will be verified through the meter audit and the contract quantities will be adjusted.

All existing services and supply wells have meters which are to be removed and disposed of by the proposer. All existing services have touch-read AMR units which are to be removed and disposed of by the proposer.

The cost to furnish all materials shall include sales tax, shipping and all incidental costs of providing specified items to the District.

The proposal shall include the following items.

**Item 1. Project Management and Mobilization**

Proposer shall provide a project management team for the overall management of the project including but not limited to:

1. Proposer shall perform a data gap analysis of the District's existing customer information system (CIS) to determine where data may be missing or inconsistent. Identify the gaps or inconsistencies and assist and guide the District in making the corrections. The District will provide the labor to enter the corrected information.
2. Schedule workflow for meter replacement, manage/schedule field efforts, and report status to District
3. Develop and manage process to address customer complaints
4. Provide 7-day and 24-hour written notice to customers informing them of the construction activities occurring in their neighborhood and notifying them of planned water shut off windows.
5. Construction management of field activities
6. Have a health and safety program in place
7. Manage data to connect new meter data into the District's database so that minimal or no information has to be captured or entered manually by the District.
8. Provide weekly written project status updates
9. Conduct biweekly coordination meetings
10. Installation Plan: The Proposer that is awarded the contract will be required to submit an installation plan for meter and endpoint deployment, including:
  - a) Quality assurance/quality control (QA/QC)
    - Field discrepancies - Provide verification that every meter installed connects to the system. Provide a plan to deal with discrepancies in the system such as but not limited to meter box damage, meter cannot be located, incorrect lid type for reading technology, meter transmits incorrect data. Define your process for identifying failed AMR connections for the purpose of pushing data to the District's meter reading system for manual meter reading. The plan shall describe how these discrepancies will be identified and the Proposer's process to correct the discrepancies.
    - Data discrepancies - Describe District data review process – The information the District provides will most likely have errors. Describe the plan to identify and address District data errors in order to minimize impacts to the overall project.
    - Photographs – Installer shall provide two (2) digital photographs of every completed installation; one clearly showing close-up view of completed condition inside meter box, and one showing general vicinity within approximate radius of 15-20 feet with meter box clearly visible.
  - b) Describe the process for notifying customers at the time of installation. A notification process shall be in place sufficient to prevent damage to customer at water shutoff and re-startup.
  - c) Furnishing of handheld/mobile data collection devices and all equipment required to activate the AMR system components
11. Prepare and provide certified payroll statements for funding compliance.

The lump sum amount for mobilizing all efforts, providing a route schedule for meter replacement, managing customer complaints, construction management of field activities, providing a health and safety program, providing notices to customers, managing data to connect to District's database, providing project status updates, and conducting coordination meetings. Contractor may apply for payment for this item on a percent complete basis as the items covered in project management are completed.

The lump sum price shall be full compensation for the completion of all items included in the scope for this item.

## **Item 2. Meter Audit**

Proposer shall perform a field audit of all supply and demand meter locations to determine or confirm and report on the following for each meter:

1. Service address for service (demand) meters according to District-provided data
2. Account number and account type according to District-provided data
3. Customer name associated with account according to District-provided data
4. Name and phone number of contact person according to District-provided data
5. Existing service meter size (inches) and type
6. Existing service meter lay length (meters smaller than 1")
7. Existing meter serial/ID number (read by bar code scanner where possible)
8. Existing endpoint ID (read by bar code scanner where possible)
9. Box type and condition
10. Lid size, type, material, and condition
11. Meter box condition
12. Pipe material (copper, PVC, galvanized iron, PE, etc.) on District side of meter
13. Pipe material (copper, PVC, galvanized iron, PE, etc.) on private side of meter
14. Determine cleanness of box/drain rock and accessibility of meter/curb stop valve
15. Check for and note damage, tampering, or leaks
16. Provide digital photos of the meter lid, box, and any damage, tampering, leaks, or other non-standard conditions
17. GPS position of meter location: Global Positioning System (GPS) location data shall be collected using a Global Navigation Satellite System (GNSS) receiver rated for sub-meter accuracy.

All data shall be collected digitally using an approved software application (app) based data collection and work order management system loaded on a mobile device or computer to be furnished by the contractor for their own use. The selected system shall allow for the convenient tracking of all important details.

### **Item 3a. Water Meter Box Lid Replacement (Christy B-09)**

Details for water services detail the meter box and lid requirements and are included in Attachment E. All work shall be completed in accordance with the District Standards except where the detail provided varies from the detail provided in this RFP. The scope for this item is as follows:

1. Replace existing meter box lid with Christy B-09 lid
2. Meter box lids shall be replaced only where they are broken, cracked, poorly fitted, or warped.
3. The scope for this item includes the removal and disposal of the existing meter box lid, and furnish and install new lid.

The District does not have an estimate of the number of meter box lids that will need to be replaced. All meter box lids that are broken, cracked, poorly fitted, or warped shall be replaced at the unit cost listed in Proposer's pricing, regardless of quantity.

The existing meter box lids do not have a pre-drilled endpoint mount hole. District preference is for a solution that does not require mounting of antenna or endpoint in or through the lid in order to obtain the majority of reads. If the proposed endpoints are required to be mounted in the meter box lids to make the AMR system function at the intended capacity, the cost for drilling holes in existing lids or providing new lids with pre-drilled mount holes shall be included in Bid Item 3d, and no separate payment will be made therefor. This bid item "Water Meter Box Lid Replacement (Christy B-09)" only applies to the replacement of lids that are replaced due to being broken, cracked, poorly fitted, or warped.

Unit cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace as needed any water meter box lid. The number of meter box lids needing replacement is approximate. All meter box lids that are required to be replaced shall be replaced at the unit price provided, regardless of quantity.

### **Item 3b. Water Meter Box Lid Replacement (Christy B-12)**

Details for water services detail the meter box and lid requirements and are included in Attachment E. All work shall be completed in accordance with the District Standards except where the detail provided varies from the detail provided in this RFP. The scope for this item is as follows:

1. Replace existing meter box lid with Christy B-12 lid
2. Meter box lids shall be replaced only where they are broken, cracked, poorly fitted, or warped.
3. The scope for this item includes the removal and disposal of the existing meter box lid, and furnish and install new lid.

The District does not have an estimate of the number of meter box lids that will need to be replaced. All meter box lids that are broken, cracked, poorly fitted, or warped shall be replaced at the unit cost listed in Proposer's pricing, regardless of quantity.

The existing meter box lids do not have a pre-drilled endpoint mount hole. District preference is for a solution that does not require mounting of antenna or endpoint in or through the lid in order to obtain the majority of reads. If the proposed endpoints are required to be mounted in the meter box lids to make the AMR system function at the intended capacity, the cost for drilling holes in existing lids or providing new lids with pre-drilled mount holes or shall be included in Bid Item 3d, and no separate payment will be made therefor. This bid item "Water Meter Box Lid Replacement (Christy B-12)" only applies to the replacement of lids that are replaced due to being broken, cracked, poorly fitted, or warped.

Unit cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace as needed any water meter box lid. The number of meter box lids needing replacement is approximate. All meter box lids that are required to be replaced shall be replaced at the unit price provided, regardless of quantity.



### **Item 3c. Water Meter Box Lid Replacement (Christy B-16)**

Details for water services detail the meter box and lid requirements and are included in Attachment E. All work shall be completed in accordance with the District Standards except where the detail provided varies from the detail provided in this RFP. The scope for this item is as follows:

1. Replace existing meter box lid with Christy B-16 lid
2. Meter box lids shall be replaced only where they are broken, cracked, poorly fitted, or warped.
3. The scope for this item includes the removal and disposal of the existing meter box lid, and furnish and install new lid.

The District does not have an estimate of the number of meter box lids that will need to be replaced. All meter box lids that are broken, cracked, poorly fitted, or warped shall be replaced at the unit cost listed in Proposer's pricing, regardless of quantity.

The existing meter box lids do not have a pre-drilled endpoint mount hole. District preference is for a solution that does not require mounting of antenna or endpoint in or through the lid in order to obtain the majority of reads. If the proposed endpoints are required to be mounted in the meter box lids to make the AMR system function at the intended capacity, the cost for drilling holes in existing lids or providing new lids with pre-drilled mount holes or shall be included in Bid Item 3d, and no separate payment will be made therefor. This bid item "Water Meter Box Lid Replacement (Christy B-16)" only applies to the replacement of lids that are replaced due to being broken, cracked, poorly fitted, or warped.

Unit cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace as needed any water meter box lid. The number of meter box lids needing replacement is approximate. All meter box lids that are required to be replaced shall be replaced at the unit price provided, regardless of quantity.

### **Item 3d. Water Meter Box Lid Replacement for In-lid Mounted Antenna/Transceiver**

Details for water services detail the meter box and lid requirements and are included in Attachment E. All work shall be completed in accordance with the District Standards except where the detail provided varies from the detail provided in this RFP. The scope for this item is as follows:

1. Replace existing meter box lids with lids with pre-drilled holes as needed to provide in-lid mounted antenna to make the system function at its full intended capacity.
2. The District anticipates a minimum of 20 lids will need to be replaced due to location.
3. If the system is anticipated to require more in-lid mountings, the LS price bid shall include the cost for replacing all of the lids as the proposed system will require to provide reads as specified in subsequent sections.
4. The scope for this item includes the removal and disposal of the existing meter box lid, and furnish and install new lid.

The existing meter box lids do not have a pre-drilled endpoint mount hole. District preference is for a solution that does not require mounting of antenna or endpoint in or through the lid in order to obtain the majority of reads. If the proposed endpoints are required to be mounted in the meter box lids to make the AMR system function at the intended capacity, the cost providing new lids with pre-drilled mount holes or shall be included in the Lump Sum price bid for this bid "Water Meter Box Lid Replacement for in-Lid Mounted Antenna/Transceiver". The price bid shall include all meter box lids that are required to be replaced with lids with pre-drilled endpoint mount hole in order to make the system function at its full intended capacity.

Lump Sum cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace as needed any water meter box lid as required to provide an in-lid mounted antenna/transceiver.

**Item 4. Water Meter Box Replacement (Christy B-16)**

District Standard details for water services detail the meter box and lid requirements and are included in Attachment E for convenience. All work shall be completed in accordance with the District Standards except where noted. The scope for this item includes:

1. Replace water meter box per standard details with Christy B-16 box. Lid replacement shall be accounted separately under Items 3a-3d.
2. Boxes shall be replaced only if the existing meter box is broken or structurally inadequate.
3. The scope for this item includes replacement of water meter box per detail in Appendix E and disposal of the existing broken box. Lid replacement shall be accounted for separately under Bid Item No. 3a-3d.

Unit cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace any water meter box with existing damage or install new water meter box as needed to accommodate new water meter. The number of meter boxes needing replacement is approximate. All meter boxes that are required to be replaced shall be replaced at the unit price provided, regardless of quantity.

**Items 5a-5g. Furnish Water Meters**

The scope for this item includes:

1. Furnish 3,668 service (demand) meters to the District per the following table and requirements:

**Table D-2 – Schedule of Estimated Meter Quantities by Size**

Item	Meter	Quantity
5a	5/8"	2975
5b	3/4"	420
5c	1"	246
5d	1½"	15
5e	2"	6
5f	3"	3
5g	4"	3

- A. **Lay Length:** It is expected that the majority of the existing ¾" meters have a 7.5" lay length, but there are likely some meters with a 9" lay length. Proposers will need to identify existing lay lengths during the meter box audit process. Proposers shall provide a cost for 7.5" lay length in the cost proposal and the proposal shall include a statement indicating the cost differential for other lay lengths, if any. The number of existing meters with each lay length shall be confirmed during the meter box audit.
- B. **Meter Type:** District requirement is for **ultrasonic or electromagnetic flow meter technology** for all meter sizes to reduce long term system maintenance requirements and reduced water loss where those meters can meet all requirements of these specifications. Mechanical meters may be

proposed for 3" and larger meters, to the extent the proposed manufacturer does not have ultrasonic or electromagnetic flow meter technology satisfying the specifications in those sizes.

- C. **Number in Service:** Proposed water meter must be manufactured and sold for a minimum of **5 years** and shall have at least **50,000 in service**. Ultrasonic or electromagnetic service meters of 2-inch nominal size or larger with lesser service length or fewer in service will be considered. Where meters are provided with lesser service length, proposer shall provide a product development plan to describe the future of the proposed technology. Such ultrasonic or electromagnetic meters shall be provided with a full replacement warranty of not less than 10 years. Proposer shall disclose any ongoing or current litigation pertaining to the function or life of the proposed meter system components.
- D. **Compatible:** Meters, registers, endpoints, data collectors, reading devices and software shall be warranted as fully compatible with each other for all intended uses in this specification package and sold through one point of contact to simplify installation, maintenance, replacement, and warranty management. All components shall be manufactured by a single company or under a single brand. District preference is for American made products.
- E. **Serial Number:** All meters shall have a unique serial number durably marked on the main case along with indication of the year of the manufacture.
- F. **Casing:** Meter casing must be made of a bronze or copper alloy material. Plastic or polymer meter bodies are not acceptable.
- G. **Lead Free:** Meters must meet current Safe Drinking Water Act lead free standards and shall be constructed of copper, bronze, or stainless steel and ANSI/NSF Standard 61 Certified. The meter body, top and bottom covers and other component in contact with water, shall be no more than 0.25% of lead content and shall conform to California Proposition 65 requirements. This requirement includes all fittings and materials used to install meters.
- H. **AWWA Compliant:** All meters must meet or exceed all applicable American Water Works Association (AWWA) standards for cold water meters for accuracy and capacity, including but not limited to: C715 and other AWWA standards intended to specify the proposed metering equipment.
- I. **Certified Test Results:** All meters shall be furnished with certified test results attached to each meter or shipment of meters showing that every meter has been tested and compliant with meter accuracy and capacity requirements according to the most recent AWWA standards.
- J. **Temp Range:** Meters shall have a measured-fluid temperature range of at least 34°F to 122°F
- K. **Register:** All meters shall be equipped with an electronic encoder type meter register with a water-tight-sealed connection between the meter and the register.
- L. **Enclosure:** Meter register's electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter, be weather resistant, sealed, and tamper protected. If meter register's electronic enclosure is removable, proposals shall discuss how meter register is prevented from being removed. It is preferred that the meter register's electronic enclosure be fully potted.
- M. **Read Resolution:** Read resolution of the meter register is planned to be a minimum of:
  - For meters of sizes 1" and smaller = 1/100<sup>th</sup> (one hundredth) of a cubic foot
  - For 1.5" and 2" meters = 1/10<sup>th</sup> (tenth) cubic foot

- For 3" and larger = 1 cubic foot  
However, all meters shall have a minimum resolution of 1/10<sup>th</sup> (one tenth) of a cubic foot.
- N. Register Display:** Register display shall be straight reading, permanently sealed (fully potted preferred) electronic high resolution nine-digit LCD display that displays:
- Consumption
  - Rate of flow
  - Alarms
  - Unit of measure factory programmed for cubic feet
- O. No Onsite Programming:** Meter registers must be capable of directly interfacing with Endpoint Transmission Devices without the need for any on-site register programming.
- P. Unique ID:** Registers shall have a unique identification number that can be read electronically when the meter is interrogated and transmitted to or stored in the AMR endpoint.
- Q. Warranty:** Meters and registers shall be warranted against defect in material and workmanship for a period of at least twelve months from date of installation identified on the meter reading data system.
- R. No Wire Splicing:** Any required field connections to endpoints or encoders shall be made with pre-formed waterproof connectors. No wire splicing of any kind shall be required to be performed during installation.
- S. Display Toggle:** It is preferred that ultrasonic meters be able to readily toggle between consumption and rate of flow snapshot.
- T. UME Replacement:** If ultrasonic meters are proposed for 3" or larger meters, it is preferred that the unitized measuring element (UME) can be replaced without removing the meter from the ground.

Proposer shall assume that the existing demand/service meters greater than 2" in size are compound and will be replaced with a compound meter, if they do not have an ultrasonic or electromagnetic meter available for the required size.

#### **Items 6a-6d. Replace Water Meter**

The District's current general meter specifications are included in the District's Standard Specifications available at the District office. This work is broken into subitems 6a through 6d based on groupings of the meter sizes. All work shall be completed in accordance with the District Standards. The scope for this set of items includes:

1. Meter Box Cleanout - If box is full of debris or dirt, Contractor shall remove dirt and debris to below the bottom of the meter as needed to perform contract work. A small amount of dirt removal is expected to be normal for the meter installations. District crews will make an effort to expose and clean out meter boxes in advance of this meter replacement project. Any remaining dirt and debris removed from boxes shall be off hauled from the installation site at the contractor's expense.
2. Replace water meters – Remove and replace existing water meters with meters of the same size. A key element of the replacement strategy includes meter compatibility with the selected AMR system. The District will provide personnel to assist contractor with locating meters that the contractor is unable to reasonably locate. Replace 3,668 service (demand) meters per the following table and requirements:

**Table D-3 – Schedule of Estimated Meter Replacement Quantities by Size Group**

Item	Meter Size Group	Quantity
6a	1" and smaller	3641
6b	1½" and 2"	21
6c	3"	3
6d	4"	3

3. Meter replacement plan – All meters must be replaced in four consecutive months from the start of the installation effort. Provide a phasing plan and schedule. Provide explanation and justification of the phasing plan. Scheduling of AMR System and meter installation shall be arranged to avoid disruption of the District's ability to bill customers on a bi-monthly basis.
4. Contractor shall provide reports to the District describing nonstandard meter installations, proposed modifications, and estimated time required to complete the proposed modifications. Contractor shall provide a report for each billing route prior to starting work in that billing route.
5. Describe quality assurance/quality control (QA/QC) process – Provide verification that the meter reflects the correct meter reading and is the appropriate meter for the location.
6. Provide GPS coordinates of each meter in addition to meter number/unique identifier. This may be done with the use of a handheld GPS unit such as the field programmer and shall provide accuracy to within one meter (3.28 feet). An electronic file with meter locations, suitable for importing into the District's GIS system, shall be provided.
7. Foreign material must not be allowed to enter the water meter while being installed. Any parts, tools, construction debris, or other foreign material that accidentally enters the meter or service line must be recovered before installation of water meter.
8. Contractor shall take all necessary precautions to keep meter and meter parts clean and sanitary during installation and perform any required plumbing modifications in accordance with AWWA C651. Any Disinfection requirements shall conform to AWWA C651.
9. All water meters shall be replaced and placed back into service as soon as possible. No water service shall remain out of service without prior approval of the Engineer. All debris resulting from the Contractor's excavation or construction operation shall be removed from each site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm drains or sewer. All materials removed shall be disposed outside of the right-of-way, which shall be left with a clean and finished appearance. Any water service lines, meter couplings, angle meter valves, service fittings, irrigation lines, sprinkler heads, meter boxes or lids damaged during excavation or installation shall be repaired and water tested with the District's inspector present, prior to any backfill.
10. All existing landscaping, ground cover, grass, plants, shrubs, and/or trees, which are damaged during construction, shall be replaced with the same type or approved variety within 48 hours.
11. Contractor shall be responsible for disposal and scrapping of all existing meters that are taken out of service.
12. Where a new meter has been installed or other modifications are performed on the water service

plumbing under this contract, the Contractor shall perform the flushing from the hose bib nearest to or on the water piping where it enters the home. Contractor shall flush the service for a minimum of two (2) minutes. If the service water fails to clear, the Contractor shall cooperate with the District to clear the water under a time & materials extra work basis.

13. The intent is for all of the new meters to be installed in existing boxes without changing out the box unless the existing box is broken. Proposers are encouraged to field review the existing conditions in order to provide pricing.
14. Meter installation shall be performed in conjunction with the installation of the AMR endpoints.
15. Provide digital photographs of completed installation as specified. Image files shall be attached to work order management system data for each service.

Unit cost amount to furnish all labor, materials, tools, equipment, and incidentals to replace the District's existing 3,646 meters, in conjunction with the installation of the AMR solution.

This item does not include the cost to furnish the water meters themselves. Water meters will be furnished under Items 5a-5g.

#### **Item 7. Furnish AMR Endpoint**

The scope for this item includes:

1. Furnish AMR endpoint meter reading data transmission equipment meeting the following requirements:
  - A. FCC Compliance:** FCC Compliance: It is preferred that all systems proposed by the Proposer must operate shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
    - If proposed system will operate on a licensed frequency, the Proposer must obtain said license on behalf of the District. All related one-time and on-going costs shall be included in the prices bid for various items of work and no additional compensation will be provided.
  - B. FCC Regulations:** All equipment must comply with current FCC requirements - Part 90 of the FCC regulations. The Proposer must have supporting documentation available upon request to verify compliance.
  - C. Manufacturer's Experience:** Manufacturer's experience must include a metering solution that has been available for over 5 years, having at least 20 water utility customer deployments, completely installed and operational.

2. Endpoints & Field Programming Equipment

The installation contractor shall utilize a software application to track and collect data during the meter installations. The program shall allow the user to view data collected during the meter box audit and collect additional data at the time of meter replacement. Data to be collected at the time of meter replacement shall include:

- Old meter serial # as collected during the meter box audit

- Last meter reading
- New meter serial #
- New endpoint ID #
- Initial reading of new meter
- Work performed
- Date of work performed

The endpoint features shall comply with the following:

- A. *Compatible:*** All endpoints shall be compatible with meters and AMR system to be installed in the District. Meters, registers, endpoints, data collectors, reading devices and software shall be warranted as fully compatible with each other for all intended uses in this specification package and sold through one point of contact to simplify installation, maintenance, replacement, and warranty management. **District preference is for all components to be manufactured by a single company or brand.**
- B. *Warranty:*** The endpoint devices shall have a full-warranty of at least ten (10) years from date of installation against any defects in materials and workmanship. The endpoint battery shall have full warranty for ten (10) years from date of delivery. Additionally, the endpoint battery and electronics shall be warranted for an additional ten (10) years at a prorated replacement cost. The total warranted life of the endpoint shall be twenty (20) years. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
- C. *Housing:*** The endpoints shall be housed in a molded plastic housing, hermetically sealed, fully potted, and resistant to rain, moisture and temperature changes from -22 to +140 degrees F, and capable of being submerged underwater without damage. The enclosure must house the complete unit, which includes electronics, battery compartment, antenna and wire connections. The device shall be designed for an optional remote antenna capable of being installed through the industry-standard 1¾" hole in the pit lid. The District preference is for a solution which does not require mounting of antenna or endpoint in/through the lid in order to obtain the majority of reads. If endpoints are required to be mounted in the meter box lid, the meter box lids will need to be modified or replaced as needed to ensure the antenna edges do not protrude above the meter lid and meter lid/antenna edges are flush with the ground surface. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- D. *In-lid Mounting:*** The District prefers a solution which does not require mounting of antenna or endpoint in/through the lid in order to obtain the majority of the reads. Existing meter box lids do not have mounting holes, District wants to avoid replacement of lids and boxes unless necessary. A separate pay item is provided for the potential replacement of certain lids and mounting units in the lid where required.
- E. *Integrated Unit:*** It is preferred that endpoints are provided as integrated devices in which the encoder register and endpoint module are integrated into a single module. The unit shall interrogate the solid state odometer of the integrated absolute encoder register and transmit the meter reading and other information to a data collection reading device. Separate endpoint and meter units may be proposed, provided that no wire splicing is needed and the connections are in accordance with the related requirements specified herein.

- F. **Battery Life:** It is preferred that the endpoints shall have a permanently installed non-field replaceable battery with a 20-year life cycle expectancy.
- G. **Maintenance:** The endpoints shall be maintenance free. After initial installation, endpoint will continue to operate at reliable, functional levels for the entire life of the product.
- H. **Data Transmission:** The endpoints shall transmit a brief data packet containing the endpoint identification number and port number (if applicable), the meter reading, and warning flags at regular intervals not to exceed 15 seconds. Meter reading system shall time stamp the transmitted meter reads. Two-way communication is preferred so that data logging interval can be changed. If firmware upgrades are needed, it is required that endpoints be capable of two-way data transmission.
- I. **Storage and Transmission:** The proposed AMR endpoints shall be capable of logging a minimum of 90 days of 60-minute (or less) data readings available for retrieval via RF activation from the mobile handheld data collection device. It is understood that the transmission of stored hourly reads may require a separate interrogation process from the drive by single meter reading that will be collected monthly. **If a separate interrogation process is required to retrieve stored hourly reads, proposer shall describe the process for collecting all stored data from an endpoint, such as the steps to initiate the transfer of the data and the amount of time required per endpoint. Proposer shall state the estimated time needed to collect all stored data from all endpoints within the system. Demonstration of this capability may be required.**
- J. **Firmware Updates:** If any firmware updates are necessary to provide all specified functions including ability to migrate to AMI operations, all end point transmission devices shall have the capability to receive and process commands from the mobile data collector for any required firmware updates to eliminate the need to manually perform the update function at each locale. If necessary, AMR modules must support group firmware updates to reduce system maintenance time.
- K. **Leak Detection:** The system shall monitor water consumption through the meter and indicate when there is an abnormal increase in water consumption suggesting a leak within the customer's premise. The software must also provide meter reading management reports, usage analysis reports (leak detection, tamper detection, battery alerts, and backflow conditions), and system management diagnostics upon collecting a meter read.
- L. **No Flow and Reverse Flow Detection:** When a reading is collected, the system (either through reports or alarms from the endpoint) shall indicate when there is an extended period of no flow or a minimum flow or a reverse flow through the meter.
- M. **High Usage Reporting:** The system shall provide a report of accounts with abnormally high consumption during any billing period, suggesting a continuous flow condition.
- N. **Constant Consumption:** The system shall provide a constant consumption report to identify locations which a potential leak had occurred by monitoring for constant usage or continuous flow with consecutive reads.
- O. **Diagnostic Information:** Endpoints shall provide diagnostic information, such as battery voltage, and tamper flags with every transmitted reading.
- P. **Meter Compatibility/Ports:** Where meter and endpoint are not proposed as integrated units, endpoints shall be compatible with multiple brands of meters. The endpoints shall be



capable of receiving meter data from various independent meter manufacturers equipped with encoder registers.

- Q. *Installation:*** Endpoints shall be easily installed and provide appropriate provisions to avoid installer mistakes in installation, connection to meters, and programming. Meter reading system shall be able to give the installer a **positive confirmation of successful installation in the field prior to the installer leaving the site.**
- R. *Alarms / Tampering:*** The system shall contain tamper detection capability of the meter, endpoint or wiring in between and provide a daily transfer to the head end computer to allow for proper notification and reporting. Mandatory tamper detection shall include the following:
- Cut wires
  - Equipment failures (such as meter failure)

In the event of a cut wire, the endpoint shall not send the last good read as this can lead to mis billing. The endpoint shall transmit a trouble code in lieu of the meter reading.

If wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.

- S. *Migratable to AMI:*** The proposed AMR endpoints shall be capable of migrating to a fixed network AMI system in the future without replacement or reprogramming of the endpoints. The proposal shall briefly discuss the process and ability to migrate portions of the system to fixed network AMI while keeping portions of the system as AMR. Endpoints must be capable of being read by a drive-by handheld computer or mobile device equipped with an RF receiver, a mobile system with an RF receiver located in a vehicle, and a fixed network data collection system without special configuration, programming of operation modes, or remanufacture. This will allow an easy migration between the various meter reading systems without any change to the endpoint devices or revisiting the site.

## **Item 8. Install AMR Endpoint**

The scope for this item includes:

1. Install AMR endpoints being supplied under Item 8 per the manufacturer’s recommendations. Mount endpoint inside meter box as required per manufacturer’s recommendations. The existing meter box lids do not have a 2” recessed mount hole and the District does not plan to replace meter box lids. Any requirement for a lid mounted antenna or endpoint shall be satisfied by the proposer by providing a new lid with a manufactured hole for the mounting. Endpoints that do not need to be mounted in the meter box lid are preferred. Any requirement to mount the endpoint or an antenna in the lid shall be subject to District approval. No mounting outside the meter box is expected to be allowed.
2. If antennas are to be mounted in the meter box lid, mount and equipment shall not create a vertical lip greater than ¼ inch above the lid with the lid fully seated in the meter box.
3. Install contractor shall verify successful installation in field prior to leaving service address.
4. Support and training for staff – Describe training process including when the training will be scheduled and duration of the training. List each separate training session, schedule and length of each training session, and who needs to attend each session.

Unit cost amount to install AMR endpoints at each meter shall include manufacturer recommended installation and mounting in lid or box with all required hardware and fittings.

## **Item 9. Automated Meter Reading System and Software**

The System shall be comprised of endpoints, data collection devices, and host software.

The proposer shall provide the mobile data collection device(s), mobile computing hardware device(s), and meter reading software (host software) for use with the proposed AMR endpoints collect and transfer data into the District's billing system.

The proposed system shall provide a means of communication between the endpoints installed at the meter site and the host software. In a drive-by system, it must be a portable computer or mobile device capable of reading meters using keyed-entry, inductive encoder probing, or RF communications with an attached receiver device without the need to switch modes within the mobile reading device. In the case of a mobile application, the data collection device must be a portable personal computer integrated to an RF receiver that can be installed in any vehicle. For the fixed network application, the data collection device must be an environmentally sealed control box able to adapt to various installation settings and must have the capability to receive, store, and communicate meter readings to the host software for further use and analysis.

**1. Mobile Data Collector Device and Collection Software Requirements:**

The proposer shall provide portable mobile data collectors capable of collecting readings from multiple meters simultaneously while traveling at 25 to 35 miles per hour. The key components of the mobile data collection device must consist of a portable personal computer (PPC) or Android/iOS mobile device, an integrated radio receiver unit, and remote rooftop magnet mount antenna. The proposer shall discuss the range and capability of the proposed mobile data collector in the proposal, and shall specifically address the expected range and capabilities in the GDPUD service area (large parcels, significant tree coverage, etc.). The mobile collection device, when used in conjunction with a mobile computing device, shall meet the following requirements:

**Mobile Data Collector Device Requirements:**

- A. *Portable:*** The mobile data collection device must be a portable, compact electronic system mountable in any vehicle. It must collect the data transmitted by the endpoints and upload electronically to the host software. Collector unit shall also be able to transmit data via wi-fi, cellular data, USB, and flash memory card to the software system. The mobile data collection device shall be easily transportable from vehicle to vehicle or from vehicle to office.
- B. *Antenna:*** The mobile data collection device must include a magnetic base antenna and the antenna cord as well as all necessary power and communication cables. The magnet mount antenna must be omni-directional and support a gain of 5 dB minimum.
- C. *Display:*** User-configurable data display. Display maps that show meter reading and flag status.
- D. *Communication:*** Communicate meter reading data back to software within seconds
- E. *Data Logging:*** Data logging and off-cycle reads without physical access to the meters
- F. *View Data in Field:*** View data and graphs in the field and share with homeowner to address high bill complaints.
- G. *Alerts:*** Receive leak, reverse flow, and days of no flow alerts from endpoints.
- H. *Power supply:*** 12V DC via vehicle power source adapter
- I. *Environmental Conditions:***
  - Operating temperature: -4°F to +122°F (-20°C to +50°C)
  - Storage temperature: -40°F to +185°F (-40°C to +85°C)
  - Operating humidity: 5 to 95% non-condensing relative humidity
- J. *Field Presentation:*** Mobile data devices shall facilitate retrieval of consumption data for field presentment on a handheld, laptop, or Android/iOS powered mobile device, as well as storage

for later use with the host software application. The mobile data collection device shall support the connection to any mobile device operating on Windows® 10, Apple iOS, or Google Android mobile operating system.

- K. Off Cycle Reads:** The System shall provide capability of mobile retrieval of individual off-cycle (specific date) reads as stored for 96 days in the endpoint. Mobile data devices shall facilitate retrieval of off-cycle reads for field presentment on a handheld or Android/iOS powered mobile device, as well as storage for later use with the host software application.
- L. Speed:** The mobile data collection device must reliably collect all required readings while travelling at posted speed limits. Proposers may be required to demonstrate this ability in a field demonstration.

#### **Mobile Data Collection Software Requirements:**

- M. Automated:** After the meter reader starts the reading process, the software must be fully automated to collect the meter reading data received from the radio receiver unit and store it in an export file which can be used by the host software to update the mainframe route data. The System must support import/export via both a USB flash drive and the specified wireless technologies.
- N. Touch Screen Friendly:** The software shall be touchscreen-friendly and operate on tablet-style mobile computers (tablets).
- O. Wireless Sync:** The software must have an option to wirelessly synchronize meter reading routes and reading data with the host software in real time or on demand.
- P. Filter Readings:** Must be capable of filtering out duplicate readings from the same endpoint and keeping only the last reading received.
- Q. ID & Time Stamp:** Each reading record must contain an endpoint ID and a time stamp of the reading.
- R. New Accounts:** The software must have the option to provide found meter processing for new accounts.
- S. High/Low Reading Flag:** The software must be capable of reporting high/low usage alerts based on values or parameters set by the District.
- T. Progress Indication:** The software must provide active graphic or textual visual indicator of route reading completion status for individual as well as all routes combined.
- U. Graphing:** The software must support retrieval and graphing of 90 days of data logging intervals from the endpoint.
- V. Test Mode:** The software must contain a test mode used to validate endpoint installation. The test mode must provide endpoint ID, reading, and flag status.
- W. Geocode:** The software must have an option to geocode meter reading routes by address.
- X. Manual Reads:** The software must allow a manual reading to be entered into the account record. Manual reads shall be identified within the manufacturer's software as a manual read.
- Y. Notes:** The software must allow freeform notes to be entered to record conditions in the field that require noting and may require an additional work order created to address at a later date.
- Z. GIS Mapping:** The software must have a GIS mapping option powered by ESRI ArcGIS. The software must be capable of displaying meter points and read success and unread accounts via GIS mapping interface. The software must be capable of collecting the following information for the host to generate reports: leak detection, tamper detection, and backflow conditions.

**AA. Filtering:** The software must have advanced filtering to allow the field user to view route mapping data by conditions such as flag type/status, audit status, and read status.

**BB. GPS:** The software must allow for GPS location “breadcrumb” tracking of the meter reading vehicle during the route reading process.

## 2. Meter Reading Software (Host Software) Requirements

The AMR vendor shall provide integration of a software system with their AMR solution. The AMR vendor shall fully integrate the software into their system and provide a turn-key system to the District. No third-party contracts will be executed by the District. The Proposed software system shall be integrated by the vendor to provide fully automated communication with the District’s utility billing/CIS software (Incode by Tyler Technologies), and the data collection device(s).

The utility will provide the transfer file to the vendor’s file format provided it is a standard ASCII format. The host software must be configurable for either a standalone installation or operate in a Microsoft Windows Client/Server environment.

The software must provide user-friendly management of the meter reading data. The system and equipment shall provide for digital wireless and hardwired upload of new meter reading route information for collection of readings and download of collected readings to the utility billing/CIS system to and from the mobile data collection device.

The meter reading software shall manage the routes that are loaded into the data collection device and be able to split them into multiple routes, if necessary.

The software system shall be a hosted system that does not require a dedicated computer to function. The meter solution manufacturer shall host the head end server and software. The District will not host. Costs for use of any third party host shall be included and specified in the proposal along with a specification of what data will be transmitted through the third party vendor.

The Proposer shall provide sufficient and continuous Internet Technology (IT) support for system development and work with the District’s IT department to set the security clearance, pop-up blockers, and enable mixed content. The solution must provide an interface for District customer staff.

The host software must meet the following requirements:

- A. Display Data Logging:** The host software must support the display of data logging information retrieved from the handheld or mobile drive-by device.
- B. 90 Day Consumption View:** The host software must support viewing 90 days of hourly consumption in a graphical and tabular format.
- C. Off Cycle Reads:** The host software must support read request and read assignment request for off-cycle reads.
- D. Load/Unload Data:** Must be able to load/unload from the handheld’s USB, by Ethernet communications, or via wifi/cellular connection.
- E. Edit Account in Database:** Allow PC operator to review and edit any account in the meter reading database.
- F. Generate Reports:** Generate route and activity reports defined by the user.
- G. Backup Function:** Provide integrated database backup/restore functions.

- H. Merge Files:** Allow user to merge several separate files into one database.
- I. Report Formats:** Enable the user to set up and save custom report formats.
- J. Export Database:** Enable the user to specify the data to be exported from the database for transferring to the billing system.
- K. Search Function:** Enable the user to search the database for records matching specified information.
- L. Notes:** Allow the user to define up to 10 notes.
- M. Backup Capabilities:** System shall have back-up capabilities and procedures to ensure that system and consumption data is not corrupted or lost.
- N. System Diagnostics:** System diagnostic capabilities shall be specified in the proposal. The District intends for system diagnostics to be collected at all levels and transferred on to the vendor's hosted head end computer/server where several types of diagnostic reports shall be produced. Such reports should indicate problems such as endpoint battery voltage/status and failure to recognize a proper communication with the meter. At minimum the report shall indicate endpoint battery condition/charge status.
- O. Data Storage:** The solution must be able to store and archive multiple types of data for each individual endpoint including but not restricted to:
  - Rate information
  - Customer information
  - Service point information
  - Meter data
  - Tamper and usage warning flag data
  - Event data
  - Store/archive a minimum 24 months of data. All data must be easily retrievable.
- P. Read Cycle Operations:** In a typical read cycle, the host software must allow the following operations:
  - Merge routes into the existing database for loading onto a data collection device.
  - Provide for selection of routes to be read, splitting routes, and assigning routes to a data collection device.
  - Generate the route file and load it onto the data collection device or flash drive.
  - Unload routes from the data collection device.
  - Post readings from the data collection device onto appropriate accounts within the database.
  - Make a backup copy of the routes within the database (including current system configuration files).
  - Print preselected reports.
  - Export routes out of the database to be sent back to the utility billing system.
- Q. Internet Security:** Proposer shall provide detailed explanation of the internet security measures provided and the standards to which their system conforms.

The lump sum amount shall include all costs for providing an AMR solution through a Software-as-a-Service (SaaS). The AMR vendor shall provide the entire AMR system, hardware and software, to the District including:

- All data collection devices (not including endpoints) to serve all meters in the District
- Dedicated mobile devices for data collection and meter interrogation required for system and by this specification.
- Software for use by District utilities and customer service staff
- Full integration with the District's Tyler Technologies Incode billing system
- Training for District operations and utility billing staff with on-going support
- First year of hosted subscription and support bundled with hardware at time of purchase

#### **Item 10. Ongoing Services**

The scope for this item includes:

1. The District prefers a Software-as-a-Service (SaaS) solution. Software shall be warranted full compatibility within the proposed AMR system. A locally hosted software solution may be proposed, provided that all functional requirements of the system as specified herein are met.
2. Provide on-going hosting services as needed to complete delivery from all meters to the billing system and the District/user portals of all collected data which is required to satisfy these specifications. This is expected to be a secure, cloud-based server and software system. Costs detailed in the proposal shall include all fees and costs for software, hardware, infrastructure, updates, general facilities, software licensing, technical support, and any other required provisions to implement the proposed AMR solution throughout the 20-year lifecycle.
3. Provide all software extended warranties, hardware extended warranties, and ongoing maintenance programs to provide the full warranty and support for the life of the system.
4. Proposal shall detail the security measures which are implemented with the system with the standards and certifications which are achieved by the system. Internet-based communications shall use only encrypted data transmitted via a virtual private network (VPN) for system controls and data transmission.
5. Data Management Platform shall include the ability to:
  - Report daily system consumption
  - Report daily system snapshot
  - Provide graphical and tabular data presentation of consumption
  - Provide summary of meter data and diagnostics
  - Summarize consumption and profile data
  - Report continuous and reverse flow, zero-use, and high consumption
  - Integrate with GIS (actual integration not required at this time)
  - Facilitate fully automated billing processes
  - Pressure monitoring is desired. Provide details if proposed system has this capability.

The lump sum price shall be the annual amount for providing all ongoing services for all collected data including fees for software, facilities, warranties, maintenance, and any other fees incurred to implement the AMR solution included in Item 3. This shall include the price for software licensing, fees, technical support, software warranties, hardware warranties, maintenance program, and upgrades for the initial warrantee period. Maximum annual escalation of the annual hosting service shall be provided as part of the proposal.

### **Item 11. Construction Funding Signage**

The scope for this item includes:

The Proposer shall provide signage near two (2) District Service Area limit sign locations within local right of way to be designated by the District.

During meter installation, temporary portable signs are to be placed at a prominent location in the work zone in which work is being performed. The signs must be maintained for the duration of project and relocated as work progresses through the various work zones. The signs must include the disclosure statement, color logos, and other content specified by the District following contract award. The sign(s) shall be prepared in a professional manner.

Minimum Sign Dimensions: Fixed roadside signs shall be not less than 3' tall x 4' wide made of ¾" thick exterior grade plywood. Temporary portable signs shall be large enough to be read from a distance of 30' with normal vision. Signage content is subject to change. The awarded proposer shall confirm content with District prior to ordering.

Construction Funding Signage shall be paid for on a lump sum basis. The contract lump sum price paid for "Construction Funding Signage" (Item No. 11) shall include full compensation for supplying all labor, materials, tools, equipment and incidentals, and for performing all work necessary to complete this item as specified herein, in accordance with these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed. No payment for Construction Signage or any part thereof will be approved for payment under the contract until all applicable items listed in this section have been completed.

### **Designated Life Cycle Costs**

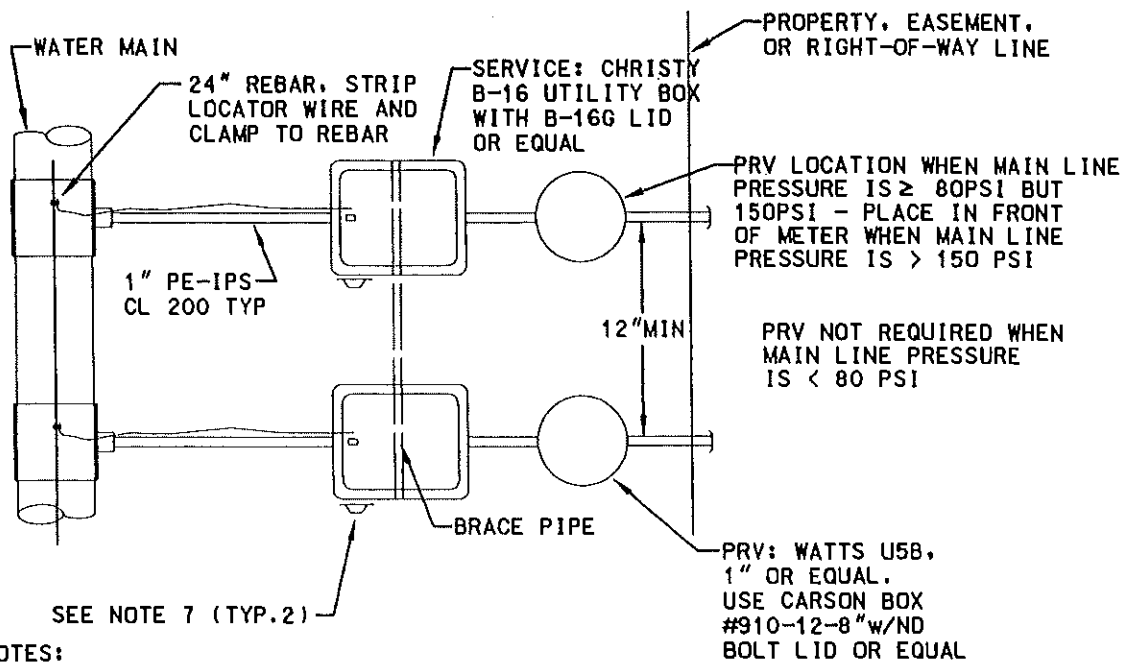
The District will perform a lifecycle cost evaluation using the values quoted with this proposal for consideration and ranking purposes. Calculations will consider the following factors involved in a 20-year lifecycle of the proposed equipment and system:

1. Repair, Service & Replacement of Water Meters, Including Encoders
2. Repair, Service & Replacement of Endpoints
3. Repair, Service & Replacement of AMR System mobile data collection equipment
4. Software-as-a-Service (SaaS) Hosting, Ongoing, and Service Fees to 20 Years
5. Water Revenue Loss (if any meters other than ultrasonic/electromagnetic are being proposed)

## Attachment E: Detail for Existing Water Meters and Box/Lid Installations

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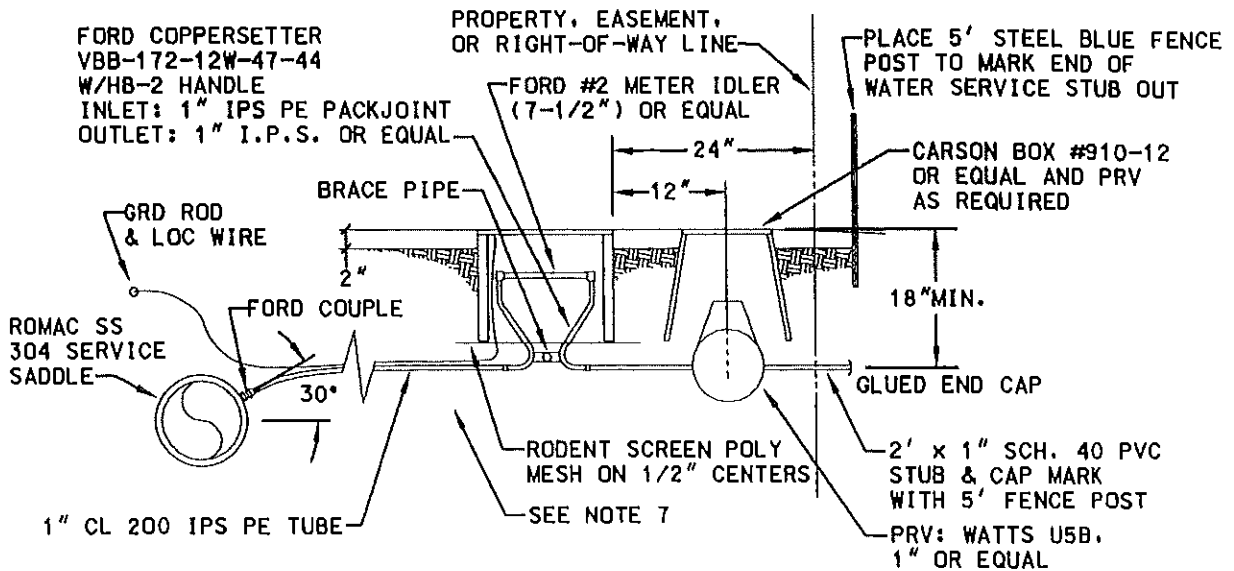




1. TRAFFIC RATED BOX AND LID TO BE USED IN TRAFFIC AREAS.
2. METERS TO BE SET IN THE RIGHT-OF-WAY, EXTENDING INTO THE PROPERTY BEING SERVED.
3. END OF SERVICE TO EXTEND 2 FEET PAST THE SERVICE BOX. EXCEPTION: WHERE THE PROPERTY BEING SERVED IS AT THE TOP OF A CUT SLOPE. TERMINATION OF THE SERVICE LINE SHALL BE 3 FEET BACK FROM THE HINGE POINT.
4. ALL SERVICE LINE TERMINATION POINTS SHALL BE MARKED WITH A 5 FOOT "T" POST, PAINTED BLUE.
5. WATER METERS ARE FURNISHED BY THE DISTRICT AT THE CUSTOMER'S COST.
6. SOLID STAINLESS STEEL INSERTS REQUIRED ON ALL P.E. TUBING FITTINGS.
7. CARSONITE WATER LINE MARKER 'SNFB06001' WITH DECAL '1704WM'.

## TYPICAL WATER SERVICE PLAN

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT	DRAWN BY:	NO SCALE	TYPICAL WATER SERVICE PLAN	STANDARD DRAWING NO.
	APPROVED	UPDATED		



**NOTES:**

1. TRAFFIC RATED BOX AND LID TO BE USED IN TRAFFIC AREAS.
2. METERS TO BE SET IN THE RIGHT-OF-WAY, EXTENDING INTO THE PROPERTY BEING SERVED.
3. END OF SERVICE TO EXTEND 2 FEET PAST THE SERVICE BOX. EXCEPTION: WHERE THE PROPERTY BEING SERVED IS AT THE TOP OF A CUT SLOPE, TERMINATION IF THE SERVICE LINE SHALL BE 3 FEET BACK FROM THE HINGE POINT.
4. ALL SERVICE LINE TERMINATION POINTS SHALL BE MARKED WITH A 5 FOOT "T" POST, PAINTED BLUE.
5. WATER METERS ARE FURNISHED BY THE DISTRICT AT THE CUSTOMER'S COST.
6. SOLID STAINLESS STEEL INSERTS REQUIRED ON ALL P.E. TUBING FITTINGS.
7. CARSONITE WATER LINE MARKER NOT SHOWN FOR CLARITY.

TYPICAL WATER SERVICE, ELEVATION

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT	DRAWN BY:	NO SCALE	TYPICAL WATER SERVICE ELEVATION	STANDARD DRAWING NO.
	APPROVED	UPDATED		

## Attachment F: District Standard Construction Contract with Standard Requirements for Federally-Funded Projects

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**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**  
**PROJECT:** \_\_\_\_\_  
**PROJECT NO.** \_\_\_\_ - \_\_\_\_

## **AGREEMENT FOR CONSTRUCTION SERVICES**

**THIS CONSTRUCTION SERVICES AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Georgetown Divide Public Utility District, a public utility district of the State of California (“District”) and \_\_\_\_\_, a \_\_\_\_\_, (“Contractor”) (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

### **RECITALS**

**A.** The District’s Board of Directors (the “Board”) caused plans and specifications for the construction work herein described (“Project”), and did approve and adopt said plans and specifications (“Plans”), which are attached hereto as **Exhibit A**.

**B.** The District did publish a notice and invitation to submit sealed proposals/bids for the performance of the Project (“Request for Proposals/Request For Bids (RFP) for Automated Meter Reading (AMR) and Meter Replacement Project”), which is attached hereto as **Exhibit B**, on July 20, 2021, at the time and in the manner required by law and District policy.

**C.** The District also provided instructions for submitting proposals/bids in the Request for Proposals/Request For Bids (RFP), which is attached hereto as **Exhibit B** and in the specifications, which are attached hereto in **Exhibit A**.

**D.** The Contractor, in response to such RFP, submitted to the District within the time specified in the RFP and in the manner provided therein, a sealed Proposal/Bid to perform the Project as specified in said plans and specifications, which the Board publicly opened and canvassed in the manner provided by law with other Bids submitted for the Project.

**E.** Contractor’s bid included a bid schedule (“Bid Schedule”), which is attached hereto as **Exhibit D**, and which sets forth details about Contractor’s completion of the Project, including extended costs for Project materials.

**F.** Contractor provided the required bid guarantee and executed bid guarantee form, which is attached hereto as **Exhibit E**, at the same time the Contractor submitted its bid.

**G.** Contractor’s bid included a list of subcontractors designated to perform specified portions of the Project (“Designation of Subcontractors”), which is attached hereto as **Exhibit F**.

**H.** Within five (5) business days of the last day to submit bids for the Project, Contractor submitted certifications of qualification for Contractor and its Subcontractors on the Project, which are collectively attached hereto as **Exhibit G**.

**I.** Contractor was the selected responsible bidder for the performance of the Project, and the Board, as a result of the canvass of said bids, determined and declared the Contractor as the selected responsible bidder for the Project and award a contract therefore.

**J.** Contractor represents to District that it is a duly qualified firm experienced in the construction of water facilities.

**K.** In the judgment of the Board, it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

**L.** Pursuant to Contractor's Bid, Contractor will complete the Project in accordance with the District's Plans and all other Contract Documents (defined below).

**M.** Contractor's timeframe for completing the Project is set forth in the Time Allowed for Completion and Liquidated Damages, which is attached hereto as **Exhibit H** ("Completion Schedule").

**N.** As a condition of awarding the Project to Contractor, Contractor must furnish payment and performance bonds ("Bonds") on forms which are substantially similar to those which are attached hereto as **Exhibit I**.

**O.** District desires to retain Contractor to perform the Project in accordance with the District's General Conditions ("General Conditions"), attached hereto as **Exhibit J**,

**P.** and the terms and conditions set forth in this Agreement.

**Q.** Unless otherwise provided in this Agreement, abbreviations and capitalized terms shall have the meanings ascribed to them in the attached **Exhibit L**.

**R.** This project is being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements. The provisions of **Exhibit M** "Standard Clauses – General Conditions for Public Works and/or Drinking Contracts", **Exhibit N** "Disadvantaged Business Enterprise (DBE) Requirements", **Exhibit O** "Davis-Bacon (DB) Requirements for DWSRF Projects" and **Exhibit P** "American Iron and Steel (AIS) Requirements" are incorporated as a requirement of the federal funding involved in this project. All conditions contained in Exhibits M, N, O and P shall take precedent over any other

provisions of this contract, if and only to the extent which, they may be found to conflict.

S. Collectively, the Agreement along with Exhibits A through P comprise the contract documents (“Contract Documents”)

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 23 of this Agreement, Sections 1 through 23 shall prevail.

**Section 2. Term.** This Agreement shall commence on the Effective Date and terminate one (1) year after District files a Notice of Completion with the County Recorder acknowledging completion of the Project (“Term”), unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

**Section 3. Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”). Contractor, however, shall not commence the performance of the Services until it has been given notice by District (“Notice to Proceed”).

### **Section 4. Work.**

(a) *Services.* Subject to the terms and conditions set forth in this Agreement and the Contract Documents, Contractor shall perform the services necessary to complete the Project (“Services”) within the required timeframe and in accordance with the standards and specifications established in the Contract Documents. Contractor shall not receive additional compensation for the performance of any work unless it is included in the Contract Documents, or the Parties agree otherwise in writing.

(b) *Modification of Services.* Only the District’s General Manager may authorize extra or changed work. Failure of Contractor to secure such a written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further waives any and all right or remedy

by way of restitution or quantum meruit for any and all extra work performed without such express and prior written authorization of the General Manager.

**Section 5. Time of Performance.** Contractor warrants that it will commence performance of the Services within fifteen (15) calendar days of the Notice to Proceed, and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement. It is agreed by the Parties that time is of the essence and that if the Project is not completed as set forth in Exhibit H Completion Schedule, damage will be sustained by the District, and it may be impracticable to determine the actual amount of damage resulting from the delay. It is, therefore, agreed that Contractor shall pay to District as damages, the One Thousand Dollars (\$1,000.00) for each and every day the Project is delayed. The Parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Agreement is made. The District shall have the right to deduct the amount of liquidated damages owed pursuant to this section from any money due or to become due to Contractor.

Notwithstanding the above, the Parties expressly agree that the liquidated damages specified above do not include the District's legal, engineering, inspection, superintendence and other similar expenses. Accordingly, the District shall have the right to charge Contractor and to deduct from the any amount due or to become due to Contract, the actual cost to the District for legal, engineering, inspection, superintendence, loss of revenue due to water delivery interruptions, and other expenses, which are directly chargeable to the Agreement and which accrue during a period of delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.

**Section 6. Payment.** District shall pay Contractor for all Services which are to be performed by Contractor, and Contractor agrees to accept the compensation provided in Exhibit D, Bid Schedule, which is summarized as follows:

Total compensation for completion of Project: \$ \_\_\_\_\_ total.  
[Additional work to be completed at \$\_\_\_ [per Square Foot]]

**Section 7. Representations of Contractor.** District relies upon the following representations by Contractor in entering into this Agreement:

(a) *Standard of Care.* District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that it is qualified to perform the Services provided in the Contract Documents and that all of its work will be performed in accordance with the specifications provided in Contract Documents, using generally accepted construction practices and standards, in compliance with all applicable federal, state and local laws.

(b) *Independent Contractor.* In performing the services hereinafter specified, Contractor shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Contractor.

(c) *Taxes.* Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

(d) *Authority.* Contractor represents that it possesses the necessary licenses, permits, or approvals required to perform the Services or will obtain such licenses, permits, or approvals prior to the time such licenses, permits, or approvals are required. Contractor shall also ensure that all subcontractors are similarly licensed and qualified. Contractor represents and warrants to District that Contractor shall, at Contractor's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice Contractor's profession at the time the Services are rendered.

(e) *Warranty.* Contractor warrants that the work performed shall be free of defects for a period of one (1) year from Project completion. If any installation fails as the result of the workmanship of Contractor, Contractor shall repair or replace the defective installation at no cost to District. Warranty work shall be performed within three (3) business days of notice by District that such work is required.

(f) *Records Maintenance.* Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of not less than five (5) years following completion of work hereunder.



(g) *No Conflict of Interest.* Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement. Contractor further promises that in the performance of this Agreement, no person having such interest will be knowingly employed. If requested to do so by District, Contractor shall complete and file, and shall cause any person doing work under this Agreement to complete and file, a “Statement of Economic Interest” with the El Dorado County Clerk disclosing their financial interests.

(h) *Nondiscrimination.* Contractor shall not discriminate against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, or physical or mental handicap. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or physical or mental handicap. Such protections shall include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices that Contractor shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability or national origin. In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, or physical or mental handicap.

(i) *Prevailing Wage.* Contractor agrees to pay all craftsmen and laborers working on this Project at least the minimum prevailing wage required by the Department of Industrial Relations of the State of California. Contractor understands and agrees that it is Contractor’s responsibility to determine the minimum prevailing wage and to report compliance as required under California law. Contractor shall post a copy of the current prevailing wage rate of per diem wages as determined by the Director of the Department of Industrial Relations at the job site.

**Section 8. Conformity with Law and Safety.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of

Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Contractor shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased persons; (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Contractor shall immediately notify District. Contractor shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

**Section 9. Assurance of Performance.** If, at any time, District believes Contractor may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Contractor for written assurances of performance and a plan to correct observed deficiencies in Contractor's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**Section 10. Excusable Delays.** Contractor shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include: (a) Contractor's financial inability to perform; (b) Contractor's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Contractor's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor.

**Section 11. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. Contractor hereunder offers and agrees to assign to District, and agrees to require its subcontractors to offer and agree to assign the District, all rights, title, and interest in and to all causes of actions it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Bus. and Prof. Code § 16700 *et seq.*), arising from purchases of goods, services or materials pursuant to this contract or any subcontracts entered into hereunder. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement of the Parties.

**Section 12. Ownership and Disclosure of Work Product.** District shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, specifications, copies of correspondence, maps, or other pertinent data and information gathered or computed by Contractor (“Work Product”) in the performance of and prior to termination of this Agreement by District or upon completion of the work pursuant to this Agreement. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District, during the term of this Agreement and for a period of one hundred eighty (180) days following expiration of the term of the Agreement.

When this Agreement is terminated, Contractor agrees to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**Section 13. District’s Termination without Cause.** At any time, District may terminate the Agreement with or without cause by providing Contractor with five (5) business days’ written notice of such termination.

**Section 14. District’s Termination in the Event of Contractor’s Default.** If a Contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement or the Contract Documents, the District may give notice to the Contractor and allow Contractor five (5) business days to correct such deficiency. The District, in its sole and absolute discretion, may grant Contractor additional time to cure the deficiency. If the Contractor does not correct such deficiency within the allotted time, the District may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

(a) Contractor shall deliver copies of all Work Product prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement before District issues the Notice to Proceed to Contractor or before Contractor commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Contractor. If District terminates this Agreement after District has issued the Notice to Proceed to Contractor and after Contractor has commenced performance under this Agreement, District shall pay Contractor the reasonable value of the Services rendered by Contractor pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services. Contractor shall furnish to District such financial information, as in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Contractor prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Contractor after the date of the notice of termination.

**Section 15. Liability for Breach.** Neither Party waives the right to recover damages against the other for breach of this Agreement including any amount necessary to compensate District for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Contractor. District shall not in any manner be liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Agreement. In the event of Termination by either Party, copies of all finished or unfinished Work Product shall become the property of District. Notwithstanding the above, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**Section 16. Worker's Compensation Certification.** Contractor is aware of the provisions of Labor Code section 3700 requiring every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

**Section 17. Performance and Payment Bonds.** Contractor shall, before commencing Services under this Agreement, file a performance bond and a payment bond (pursuant to Civil Code, Division 3, Part 4, Title 15, Chapter 7) with the District, each payable to the District. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be

{CW079162.1}

Project: \_\_\_\_\_

Project No. \_\_\_\_\_ - \_\_\_\_\_

maintained during the entire Term of the Agreement at the sole and absolute expense of Contractor. Each bond shall be for the amount of one hundred percent (100%) of the total compensation under this Agreement. Any alterations made to the Contract Documents or the specifications to the Project shall not operate to release any surety from liability on any bond required herein and surety hereby consents such alterations in any surety on said bonds hereby waives the provisions of California Civil Code sections 2819 and 2845.

**Section 18. Insurance Coverage:** During the Term, the Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best’s rating of no less than A VII, and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows and will provide the District with written proof of said insurance. Contractor shall maintain coverage as follows:

(a) *General Liability.* Contractor shall carry commercial general liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) combined single limit for each occurrence, covering bodily injury and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00). Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

“The Georgetown Divide Public Utility District, its officers and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

“The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

“The insurance provided herein is primary coverage to the Georgetown Divide Public Utility District with respect to any insurance or self-insurance programs maintained by District.”

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(b) *Builder’s Risk Insurance.* Contractor shall carry builder’s risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Project. Said policy shall be endorsed with the following specific language:

{CW079162.1}

Project: \_\_\_\_\_

Project No. \_\_\_\_\_ - \_\_\_\_\_

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(c) *Worker's Compensation Insurance and Employer's Liability.* Contractor shall carry workers' compensation insurance as required by the State of California under the Labor Code. Said policy shall be endorsed with the following specific language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Georgetown Divide Public Utility District, Attention: General Manager.”

(d) *Automobile Liability Insurance.* Contractor shall carry Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

“This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Georgetown Divide Public Utility District, Attention: General Manager.”

(e) *Environmental Liability Insurance.* Contractor shall carry environmental liability insurance which includes coverage for sudden and accidental pollution arising out of handling hazardous materials or hazardous wastes, non-hazardous materials or non-hazardous wastes, that, when released to the environment, violate regulatory standards of federal, state, or local government.

(f) *Documentation.* The following documentation shall be submitted to District:

(i) Properly executed Certificates of Insurance clearly evidencing all coverages, limits and endorsements required above (“Certificates”). Said Certificates shall be submitted prior to the execution of this Agreement.

(ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

(iii) Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.

(iv) Coverages shall contain no special limitations on the scope of protection afforded to the District, and shall contain standard separation of insured provisions.

(g) *Policy Obligations.* Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) *Material Breach.* If Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

**Section 19. Indemnification.** To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Contractor shall defend, indemnify hold harmless and release District, and District's elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents") from and against any and all actions, claims, loss, cost, damage, injury (including, without limitation, disability, injury or death of an employee of Contractor or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Contractor, or any direct or indirect subcontractor, employee, contractor, representative or agent of Contractor, or anyone that Contractor controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against District and District's Agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts.

District may withhold from its payments to Contractor such amount as, in the District's opinion, are necessary and sufficient to provide security against the loss, damage, expense, penalty, fine, cost, claim, demand, suit, cause of action, judgment, or liability covered by the foregoing indemnity provision. District's withholding of payments under this provision will in no way relieve Contractor from performing all obligations under this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Contractor from its obligations to indemnify the District and District's Agents.

Submission of insurance Certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Contractor from liability under this indemnification clause. The obligations of this indemnity shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**Section 20. Notices.** Any notice or communication required hereunder between District and Contractor must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: Georgetown Divide Public Utility District  
6425 Main Street  
Georgetown, CA 95634  
Attention: General Manager  
Tel: (530) 333-4356

With courtesy copy to: Churchwell White LLP  
1201 K Street, Suite 710  
Sacramento, California, 95818  
Attention: Barbara A. Brenner, Esq.  
Tel: (916) 468-0950

If to Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Section 21. Exhibits.** All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement, with the same force and effect as if the same were set forth at length herein and the Parties will be and are bound by any and all of said Exhibits:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Plans and Specifications
Exhibit B:	Request for Proposals / Request For Bids (RFP)
Exhibit C:	Instructions to Bidders
Exhibit D:	Bid Schedule
Exhibit E:	Bid Guarantee
Exhibit F:	Designation of Subcontractors
Exhibit G:	Certifications of Qualifications
Exhibit H:	Completion Schedule
Exhibit I:	Payment and Performance Bonds
Exhibit J:	General Conditions
Exhibit K:	NOT USED
Exhibit L:	Abbreviations and Definitions
Exhibit M:	Standard Clauses – General Conditions for Public Works and/or Drilling Contracts
Exhibit N:	Disadvantaged Business Enterprise (DBE) Requirements
Exhibit O:	Davis-Bacon (DB) Requirements for DWSRF Projects
Exhibit P:	American Iron and Steel (AIS) Requirements

**Section 22. Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to include all work necessary for the completion of the Agreement. The Contractor shall perform all Services in conformance with the Contract Documents, unless otherwise directed in writing by the District pursuant to section 4(b).

**Section 23. General Provisions.**

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with.

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to District under this Agreement.

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Supersedes Prior Agreement.* It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

(l) *Mandatory and Permissive.* “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney’s Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

[SIGNATURES ON FOLLOWING PAGE.]

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between District and Contractor as of the Effective Date.

**DISTRICT:**

Georgetown Divide Public Utility District, a public utility district of the State of California

By: \_\_\_\_\_  
Steve Palmer, PE, General Manager

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Barbara A. Brenner, General Counsel

**CONTRACTOR:**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A: PLANS AND SPECIFICATIONS**

**Attachment A: District Water System and Service Area**

**Attachment B: Map of Existing District Water Services**

**Attachment D: Contract Specification and Scope of Work**

**Attachment E: Detail for Existing Water Meters and Box/Lid Installations  
WILL BE INCLUDED HERE.**

**EXHIBIT B: REQUEST FOR PROPOSALS / REQUEST FOR BIDS (RFP)**

**Request for Proposals / Request For Bids (RFP)  
Sections 1.0 through 6.0 (11 pages)  
WILL BE INCLUDED HERE.**

**EXHIBIT C: INSTRUCTION TO BIDDERS**

**See Section 2 Instructions To Bidders  
in  
Attachment D: Contract Specification and Scope of Work**

**EXHIBIT D: BID SCHEDULE**

**Submitted Table C1 - Bid Schedule  
from  
Attachment C: Bids Forms and Cost Proposal  
WILL BE INCLUDED HERE.**



**EXHIBIT E: BID GUARANTEE**

**Submitted Bid Bonds  
WILL BE INCLUDED HERE.**

**EXHIBIT F: DESIGNATION OF SUBCONTRACTORS**

**Submitted Section 1.4 Designation of Subcontractors  
from  
Attachment C: Bids Forms and Cost Proposal  
WILL BE INCLUDED HERE.**

**EXHIBIT G: CERTIFICATIONS OF QUALIFICATIONS**

**Submitted Section 1.6 Experience Qualifications  
from  
Attachment C: Bids Forms and Cost Proposal  
WILL BE INCLUDED HERE.**

**EXHIBIT H: COMPLETION SCHEDULE**

**Section 5.0 Project Schedule  
from  
Exhibit B: Request for Proposals / Request For Bids (RFP)  
WILL BE INCLUDED HERE.**

**EXHIBIT I: PAYMENT AND PERFORMANCE BONDS**

**Submitted Payment and Performance Bonds  
per  
Section 2.16 Contract Bonds of the specifications  
in  
Attachment D: Contract Specification and Scope of Work  
WILL BE INCLUDED HERE.**

**EXHIBIT J: GENERAL CONDITIONS**

**See Section 5 General Conditions  
in  
Attachment D: Contract Specification and Scope of Work**

**EXHIBIT K: NOT USED**

**EXHIBIT L: ABBREVIATIONS AND DEFINITIONS**

**Part 4 ABBREVIATIONS AND DEFINITIONS (2 pages)  
from  
Attachment D: Contract Specification and Scope of Work  
WILL BE INCLUDED HERE.**



**EXHIBIT M: STANDARD CLAUSES – GENERAL CONDITIONS FOR PUBLIC WORKS  
AND/OR DRILLING CONTRACTS**

**Included as a separate electronic file named  
“Exhibit M Standard Clauses - General Conditions for Public Works.pdf” (2 Pages)**



## **Guidelines for Meeting the California State Revolving Fund (CASRF) Programs (Clean Water and Drinking Water SRF) Disadvantaged Business Enterprise Requirements**

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

### **How to Achieve the Purpose of the Program**

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

### **Disadvantaged Business Enterprises are:**

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

### **Certifying DBE Firms:**

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration (SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

**Six Good Faith Efforts (GFE)**

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

**The completed forms must be submitted with each Bid or Proposal.** The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

**Administration Requirements**

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

- Information retained on the Bidder's List must include the following:
  1. Entity's name with point of contact;
  2. Entity's mailing address and telephone number;
  3. The project description on which the entity bid or quoted and when;
  4. Amount of bid/quote; and
  5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

### **Reporting Requirements**

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

### **CONTACT FOR MORE INFORMATION**

SWRCB, CASRF – Barbara August (916) 341-6952 [barbara.august@waterboards.ca.gov](mailto:barbara.august@waterboards.ca.gov)

US EPA, Region 9 – Joe Ochab (415) 972-3761 [ochab.joe@epa.gov](mailto:ochab.joe@epa.gov)

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**Disadvantaged Business Enterprise (DBE) Program**  
**DBE Subcontractor Participation Form**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

<b>Contract Item Number</b>	<b>Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies</b>	<b>Amount Received by Prime Contractor</b>

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**Send completed Form 4500-2 to:**  
 Mr. Joe Ochab, DBE Coordinator  
 US EPA, Region 9  
 75 Hawthorne Street  
 San Francisco, CA 94105

**FORM 4500-2 (DBE Subcontractor Participation Form)**



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractor's<sup>2</sup> and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. ___ YES ___ NO If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address / Phone / Email</b>	<b>Estimated Dollar Amount</b>	<b>Currently DBE Certified?</b>

--Continue on back if needed--

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.  
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS (CASRF)  
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/___ through 09/30/___		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. <u>Recipient's Name and Address:</u>			6. <u>Recipient's Contact Person and Phone Number:</u>		
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative			12. Date		

**Email Form UR-334 to:**

[DrinkingWaterSRF@waterboards.ca.gov](mailto:DrinkingWaterSRF@waterboards.ca.gov) OR [CleanWaterSRF@waterboards.ca.gov](mailto:CleanWaterSRF@waterboards.ca.gov)

**Questions may be directed to:**

Barbara August, SWRCB  
[Barbara.August@waterboards.ca.gov](mailto:Barbara.August@waterboards.ca.gov)  
 Phone: (916) 341-6952  
 Fax: (916) 327-7469

**\*\*Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION  
CALIFORNIA STATE REVOLVING FUNDS**

**INSTRUCTIONS FOR COMPLETING FORM UR-334**

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the **DBE purchases only** and be sure to limit them to the current period.  
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

For purposes of this Exhibit only, “subrecipient” or “sub recipient” means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, “recipient” or “State recipient” means the State Water Board.

**II. Requirements Under the Safe Drinking Water Act, Section 1452(a)(5) For Sub recipients That Are Not Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the Safe Drinking Water Act, Section 1452(a)(5) with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Julie Milazzo at [Milazzo.Julie@epa.gov](mailto:Milazzo.Julie@epa.gov) or 415-972-3687, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

**Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.**

**1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the Safe Drinking Water Act, Section 1452(a)(5), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

- (a) Sub recipients must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to the appropriate State contact approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)
- (b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination

contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.
- (d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions.

- (a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

## (1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov/>.
- (ii) (A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and



(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside

in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the

project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for

submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of \$100,000.**

- (a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the

clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub

recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

- (a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."
- (c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.



**Contractor Requirements**

The Contractor acknowledges to and for the benefit of the District (“Purchaser”) and the California State Water Resources Control Board (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**American Iron and Steel (AIS) Information**

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement..

**Implementation**

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

**Covered Iron and Steel Products**

**1) What is an iron or steel product?**

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings (defined in more detail below);
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel (defined in more detail below);
- Reinforced precast concrete; and
- Construction materials (defined in more detail below).

**2) What does the term 'primarily iron or steel' mean?**

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

**3) Can you provide an example of how to perform a cost determination?**

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

**4) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?**

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

**5) What is the definition of steel?**

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

**6) What does 'produced in the United States' mean?**

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**7) Are the raw materials used in the production of iron or steel required to come from US sources?**

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come

from non-US sources.

**8) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?**

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

**9) What is the definition of 'municipal castings'?**

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches; Ballast  
Screen; Benches (Iron or  
Steel); Bollards;  
Cast Bases;  
Cast Iron Hinged Hatches, Square and Rectangular; Cast  
Iron Riser Rings;  
Catch Basin Inlet;  
Cleanout/Monument Boxes;  
Construction Covers and Frames;  
Curb and Corner Guards;  
Curb Openings;  
Detectable Warning Plates;  
Downspout Shoes (Boot, Inlet);  
Drainage Grates, Frames and Curb Inlets;  
Inlets;  
Junction Boxes;  
Lampposts;  
Manhole Covers, Rings and Frames, Risers;  
Meter Boxes;  
Service Boxes;  
Steel Hinged Hatches, Square and Rectangular;  
Steel Riser Rings;  
Trash receptacles;  
Tree Grates;  
Tree Guards; Trench  
Grates; and  
Valve Boxes, Covers and Risers.

**10) What is 'structural steel'?**

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

**11) What is a 'construction material' for purposes of the AIS requirement?**

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

**12) What is not considered a 'construction material' for purposes of the AIS requirement?**

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**13) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?**

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

**14) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?**

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

**Compliance**

**15) How should an assistance recipient document compliance with the AIS requirement?**

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's

responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

**16) How should a State ensure assistance recipients are complying with the AIS requirement?**

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

**17) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?**

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or [OIG\\_Hotline@epa.gov](mailto:OIG_Hotline@epa.gov). More information can be found at this website: <http://www.epa.gov/oig/hotline.htm>.



**18) How do international trade agreements affect the implementation of the AIS requirements?**

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

**Definitions**

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

**American Iron and Steel Sample Step Certification**

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx \_\_\_\_\_
2. Xxxx \_\_\_\_\_
3. Xxxx \_\_\_\_\_

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**American Iron and Steel Sample Certification**

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1.     Xxxx \_\_\_\_\_
2.     Xxxx \_\_\_\_\_
3.     Xxxx \_\_\_\_\_

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

## Attachment G: Prevailing Wage Determinations

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### **California State Prevailing Wage Determinations**

ELD-2021-1- General Prevailing Wages for El Dorado County

C-DT-830-261-5-2021-1 – Craft: Driver

NC-23-102-1-2020-2 – Craft: Laborer

NC-23-261-1-2020-1 – Craft: Teamster

### **Federal Davis-Bacon Prevailing Wage**

General Decision Number: CA20210007 07/09/2021

**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**

LOCALITY: EL DORADO COUNTY

DETERMINATION: ELD-2021-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER, BLOCKLAYER:	BRICKLAYER, BLOCKLAYER, STONEMASON		08/22/2020	04/30/2021**	\$42.620	A	\$10.750		\$9.320		\$2.500	B	\$0.800		\$1.810	C	8.0	D	\$67.800	\$90.360	E	\$90.360	E	\$112.920		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER, BLOCKLAYER:	POINTER, CLEANER, CAULKER, WATERPROOFER		08/22/2020	06/30/2021**	\$46.960	A	\$10.750		\$11.220		\$0.000	E	\$1.510		\$0.430		8.0	D	\$70.870	\$94.350		\$94.350	G	\$117.830		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER			08/22/2020	06/30/2021**	\$35.890	H	\$9.000		\$11.210		\$0.000	E	\$0.450		\$0.300		8.0		\$56.850	\$74.790	I	\$74.790	I	\$92.740		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER	J	08/22/2020	06/30/2021**	\$30.960	K	\$7.010		\$8.220		\$0.000	L	\$0.250		\$0.050		8.0		\$46.490	\$60.920		\$60.920		\$75.340		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER	M	02/22/2021	12/31/2021**	\$41.760	A	\$10.550		\$12.140		\$0.000	L	\$0.700		\$0.160		8.0		\$65.310	\$86.190	N	\$86.190	N	\$107.070	Q	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2020	01/31/2021*	\$30.350		\$11.300		\$5.950	P	\$0.000		\$1.100		\$1.110	Q	8.0		\$50.870	\$66.580		\$66.580		\$82.280		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2020	01/31/2021*	\$34.900		\$11.300		\$5.950	P	\$0.000		\$1.100		\$1.110	Q	8.0		\$55.580	\$73.640		\$73.640		\$91.690		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN		02/22/2021	05/31/2021*	\$41.560		\$12.760		\$8.750	P	\$0.000	E	\$1.760		\$7.970	R	8.0		\$74.710	\$96.450		\$96.450		\$118.180		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	CABLE SPLICER		02/22/2021	05/31/2021*	\$45.720		\$12.760		\$8.750	P	\$0.000	E	\$1.760		\$7.970	R	8.0		\$79.060	\$102.970		\$102.970		\$126.880		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY	S	02/22/2021	02/28/2022*	\$49.630		\$13.880		\$12.010	I	\$4.870	U	\$1.210		\$0.190		8.0		\$81.790	\$106.600	V	\$106.600	V	\$131.420		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	INSTRUMENTMAN	S	02/22/2021	02/28/2022*	\$46.540		\$13.880		\$12.010	I	\$4.870	U	\$1.210		\$0.190		8.0		\$78.700	\$101.970	V	\$101.970	V	\$125.240		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN	S	02/22/2021	02/28/2022*	\$43.660		\$13.880		\$12.010	I	\$4.870	U	\$1.210		\$0.190		8.0		\$75.820	\$97.650	V	\$97.650	V	\$119.480		Holidays	Scope of Work	Travel & Subsistence
#GLAZIER		W	02/22/2021	06/30/2021*	\$41.460	A	\$10.550		\$19.720	X	\$0.000		\$1.090		\$0.380	Y	8.0		\$73.200	\$93.930	Z	\$114.660		\$114.660		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER		AA	08/22/2020	07/31/2021**	\$36.530	AB	\$10.750		\$5.340		\$0.000	L	\$0.450		\$0.870		8.0		\$53.940	\$72.210	AC	\$90.470		\$90.470		Holidays	Scope of Work	Travel & Subsistence
#MARBLE MASON		AA	08/22/2020	07/31/2021**	\$51.300	AB	\$10.750		\$16.120		\$0.000	L	\$0.800		\$1.190		8.0		\$80.160	\$105.810	AC	\$131.460		\$131.460		Holidays	Scope of Work	Travel & Subsistence
#PAINTER		AD	02/22/2021	12/31/2021**	\$35.830	H	\$10.550		\$9.830	I	\$0.000	L	\$0.780		\$0.410		8.0	D	\$57.400	\$75.320	AE	\$75.320	AE	\$93.230		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	INDUSTRIAL PAINTER	AF	02/22/2021	12/31/2021**	\$37.830	H	\$10.550		\$9.830	I	\$0.000	L	\$0.780		\$0.410		8.0	D	\$59.400	\$78.320	AE	\$78.320	AE	\$97.230		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	BRIDGE PAINTER	AG	02/22/2021	12/31/2021**	\$39.830	H	\$10.550		\$9.830	I	\$0.000	L	\$0.780		\$0.410		8.0	D	\$61.400	\$81.320	AE	\$81.320	AE	\$101.230		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	TAPER	AH	02/22/2021	06/30/2021**	\$48.980	AI	\$10.550		\$15.580		\$0.000	L	\$0.960		\$0.600		8.0		\$76.670	\$101.160	AJ	\$101.160	AJ	\$125.650	AK	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	BRUSH & ROLLER	J	08/22/2020	06/30/2021*	\$29.800	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$43.340	\$58.240		\$58.240	AM	\$73.140	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	SPRAY PAINTER, PAPERHANGER	J	08/22/2020	06/30/2021*	\$31.290	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$44.830	\$60.480		\$60.480	AM	\$76.120	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	SANDBLASTER, SPECIAL COATING-BRUSH	J	08/22/2020	06/30/2021*	\$31.290	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$44.830	\$60.480		\$60.480	AM	\$76.120	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	STRUCTURAL STEEL & STEEPLEJACK 40', SPECIAL COATING APPLICATION SPRAY	J	08/22/2020	06/30/2021*	\$31.290	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$44.830	\$60.480		\$60.480	AM	\$76.120	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	SPECIAL COATING (SPRAY STEEL)	J	08/22/2020	06/30/2021*	\$31.290	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$44.830	\$60.480		\$60.480	AM	\$76.120	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	SWING STAGE	J	08/22/2020	06/30/2021*	\$31.800	AL	\$6.960		\$6.130		\$0.000		\$0.350		\$0.100		8.0		\$45.340	\$61.240		\$61.240	AM	\$77.140	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	TAPER	J	08/22/2020	06/30/2021**	\$35.150	AN	\$6.960		\$6.810		\$0.000	L	\$0.250		\$0.050		8.0		\$49.220	\$66.790		\$66.790	AM	\$84.370	AM	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	STEEPLEJACK TAPER	J	08/22/2020	06/30/2021**	\$36.650	AN	\$6.960		\$6.810		\$0.000	L	\$0.250		\$0.050		8.0		\$50.720	\$69.040		\$69.040	AM	\$87.370	AM	Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2020	06/30/2021*	\$37.970	AO	\$13.780		\$17.340		\$3.500		\$1.230		\$1.200		8.0		\$75.020	\$92.930		\$92.930	AP	\$110.850		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER			08/22/2020	06/30/2021**	\$34.270		\$9.000		\$13.280		\$3.470		\$0.500		\$1.110	AQ	8.0		\$61.630	\$78.760	N	\$78.760	N	\$95.900		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, PIPEFITTER	J	02/22/2021	07/31/2021*	\$44.790		\$6.820		\$9.340	AR	\$0.000	E	\$0.850		\$0.150	AS	8.0	D	\$61.950	\$84.345		\$84.345		\$106.740		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	PLUMBER, PIPEFITTER HELPER	J	02/22/2021	07/31/2021*	\$17.750		\$6.620		\$0.000	AR	\$0.000	E	\$0.750		\$0.000		8.0	D	\$25.120	\$33.995		\$33.995		\$42.870		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LIGHT COMMERCIAL PLUMBER	J	02/22/2021	07/31/2021*	\$35.930		\$6.820		\$8.740	AR	\$0.000	E	\$0.850		\$0.150	AS	8.0	D	\$52.490	\$70.460		\$70.460		\$88.420		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LIGHT COMMERCIAL PLUMBER - HELPER	J	02/22/2021	07/31/2021*	\$17.750		\$6.620		\$0.000	AR	\$0.000	E	\$0.750		\$0.000		8.0	D	\$25.120	\$33.990		\$33.990		\$42.870		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		02/22/2021	06/30/2021**	\$29.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$47.000	\$61.950		\$61.950	D	\$76.900		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE PIPEFITTER		02/22/2021	06/30/2021**	\$29.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$47.000	\$61.950		\$61.950	D	\$76.900		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	AT	02/22/2021	06/30/2021**	\$17.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$35.000	\$43.950		\$43.950	D	\$52.900		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	AU	02/22/2021	06/30/2021**	\$17.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$35.000	\$43.950		\$43.950	D	\$52.900		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	AV	02/22/2021	06/30/2021**	\$14.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$32.000	\$39.450		\$39.450	D	\$46.900		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN I	AW	02/22/2021	06/30/2021**	\$14.900		\$11.650		\$0.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$29.000	\$36.450		\$36.450	D	\$43.900		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN II	AW	02/22/2021	06/30/2021**	\$14.900		\$11.650		\$3.000	AR	\$1.250		\$0.400		\$0.800		8.0		\$32.000	\$39.450		\$39.450	D	\$46.900		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, STEAMFITTER	M	02/22/2021	06/30/2021**	\$54.370	A	\$12.150		\$12.150	AR	\$0.000	E	\$1.100		\$0.700		8.0		\$80.470	\$107.650	E	\$107.650	AX	\$134.840		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER (FOR TOTAL PLUMBING JOBS \$150,000 OR UNDER)	M	02/22/2021	06/30/2021**	\$43.080	A	\$10.020		\$8.900		\$0.000	E	\$1.100		\$0.700		8.0		\$63.800	\$85.340	E	\$85.340	AY	\$106.880		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)		08/22/2020	03/31/2021*	\$40.870		\$10.230		\$15.020	AZ	\$0.000		\$0.520		\$0.250		8.0											

## FOOTNOTES

- \* 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.
- \*\* 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- C INCLUDES AMOUNT FOR INDUSTRY PROMOTION FUND, INTERNATIONAL MASONRY INSTITUTE, LABOR MANAGEMENT COOPERATION COMMITTEE, AND VACATION TRUST FUND.
- D SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- E RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- F INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- G RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.
- H INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.
- I RATE APPLIES TO FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. 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.
- J PORTION OF COUNTY LYING IN THE TAHOE BASIN AREA.
- K INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- L INCLUDED IN BASIC HOURLY RATE.
- M RATE APPLIES TO REMAINDER OF COUNTY.
- N RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- O DESIGNATED DAYS OFF SHALL BE PAID AT TIME AND ONE-HALF (1 1/2X). PLEASE REFER TO THE HOLIDAY PROVISION FOR A LIST OF DESIGNATED DAYS OFF.
- P 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.
- Q IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE ADMINISTRATIVE MAINTENANCE FUND.
- R IN ADDITION, AN AMOUNT EQUAL TO 1.6% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE CONTRACT ADMINISTRATION FUND.
- S ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- T INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- U INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- V RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED IN A WORKDAY OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED MONDAY THROUGH FRIDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- W CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE
- X INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.
- Y INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE
- Z RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND FIRST 8 HOURS WORKED ON DESIGNATED DAYS OFF; ALL OTHER TIME IS PAID AT THE SATURDAY, SUNDAY AND HOLIDAY OVERTIME RATE.
- AA EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- AB INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- AC RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- AD PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: EXOTIC MATERIALS (\$1.25 PER HOUR) AND LEAD ABATEMENT/REMOVAL (\$1.00 PER HOUR). EMPLOYEES WORKING ON COMMERCIAL PROJECTS SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES A SWINGING AND/OR PLATFORM SUSPENSION SYSTEM. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AE RATE APPLIES TO FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY, FIRST 12 HOURS WORKED ON SATURDAYS AND ALL HOURS WORKED ON DESIGNATED DAYS OFF. ALL OTHER OVERTIME IS PAID AT SUNDAY/HOLIDAY RATE.
- AF PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AG PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AH PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED.
- AI INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF
- AJ RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AK DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- AL INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION.
- AM SATURDAYS AND SUNDAYS 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.
- AN INCLUDES AMOUNT FOR ADMINISTRATIVE DUES AND VACATION/HOLIDAY
- AO INCLUDES AN AMOUNT WITHHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED INTO OVERTIME AND HOLIDAY WAGE RATES. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY.
- AP RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AQ AMOUNT IS FOR VALLEY MORTAR TRADES FUND AND INDUSTRY STABILIZATION FUND
- AR 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.
- AS AMOUNT IS FOR CONTRACT ADMINISTRATION
- AT THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AU THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- AV THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AW THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN
- AX RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AY RATE APPLIES TO THE FIRST 10 HOURS ON SATURDAY IF HOURS WORKED ARE UNDER 40 HOURS PER WEEK. FOR WORK OVER 40 HOURS IN ONE WEEK, THE SATURDAY RATE IS 1.5X THE BASIC HOURLY RATE (NO FRINGE BENEFITS ARE INCLUDED). ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AZ INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BA RATE APPLIES TO FIRST 12 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF THE JOB IS SHUT DOWN FOR 1 OR MORE DAYS DURING THE NORMAL WORKWEEK DUE TO ADVERSE WEATHER CONDITIONS.
- BB INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. 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.
- BC BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE BASED ON THE DAVIS-BACON WAGE DETERMINATION FOR THIS CRAFT.
- BD THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).
- BE INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- BF RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BG RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- BH RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK. DOUBLE-TIME IS PAID FOR WORK ON RECOGNIZED HOLIDAYS.

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/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). 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.

**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**

LOCALITY: EL DORADO COUNTY

DETERMINATION: ELD-2021-1

PREDETERMINED INCREASES

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT INCREASE 1	AMOUNT OF INCREASE 1	INCREASE FOOTNOTE 1	DATE OF NEXT INCREASE 2	AMOUNT OF INCREASE 2	INCREASE FOOTNOTE 2	DATE OF NEXT INCREASE 3	AMOUNT OF INCREASE 3	INCREASE FOOTNOTE 3	DATE OF NEXT INCREASE 4	AMOUNT OF INCREASE 4	INCREASE FOOTNOTE 4	DATE OF NEXT INCREASE 5	AMOUNT OF INCREASE 5	INCREASE FOOTNOTE 5	DATE OF NEXT INCREASE 6	AMOUNT OF INCREASE 6	INCREASE FOOTNOTE 6	DATE OF NEXT INCREASE 7	AMOUNT OF INCREASE 7	INCREASE FOOTNOTE 7	DATE OF NEXT INCREASE 8	AMOUNT OF INCREASE 8	INCREASE FOOTNOTE 8	DATE OF NEXT INCREASE 9	AMOUNT OF INCREASE 9	INCREASE FOOTNOTE 9	DATE OF NEXT INCREASE 10	AMOUNT OF INCREASE 10	INCREASE FOOTNOTE 10
BRICKLAYER, BLOCKLAYER, STONEMASON	BRICKLAYER, BLOCKLAYER, STONEMASON		08/22/2020	04/30/2021**	05/01/2021	\$2.850	A																											
BRICKLAYER, BLOCKLAYER, WATERPROOFER	POINTER, CLEANER, CAULKER, WATERPROOFER		08/22/2020	06/30/2021**	07/01/2021	\$2.250	A	07/01/2022	\$2.250	A																								
BRICK TENDER			08/22/2020	06/30/2021**	07/01/2021	\$1.950	A	07/01/2022	\$2.000	A																								
CARPET, LINOLEUM	RESILIENT TILE LAYER	B	08/22/2020	06/30/2021**	07/01/2021	\$1.750	A																											
CARPET, LINOLEUM	RESILIENT TILE LAYER	C	02/22/2021	12/31/2021**	01/01/2022	\$3.000	A																											
MARBLE FINISHER		D	08/22/2020	07/31/2021**	08/01/2021	\$1.750	A	08/01/2022	\$2.150	A	08/01/2023	\$2.250	A																					
MARBLE MASON		D	08/22/2020	07/31/2021**	08/01/2021	\$2.500	A	08/01/2022	\$3.250	A	08/01/2023	\$3.500	A																					
PAINTER		E	02/22/2021	12/31/2021**	01/01/2022	\$1.620	A	01/01/2023	\$1.620	A																								
PAINTER	INDUSTRIAL PAINTER	E	02/22/2021	12/31/2021**	01/01/2022	\$1.620	A	01/01/2023	\$1.620	A																								
PAINTER	BRIDGE PAINTER	G	02/22/2021	12/31/2021**	01/01/2022	\$1.620	A	01/01/2023	\$1.620	A																								
PAINTER:	TAPER	H	02/22/2021	06/30/2021**	07/01/2021	\$2.750	A																											
PAINTER:	TAPER	B	08/22/2020	06/30/2021**	07/01/2021	\$2.190	A																											
PAINTER:	STEEPLEJACK TAPER	B	08/22/2020	06/30/2021**	07/01/2021	\$2.190	A																											
PLASTER TENDER			08/22/2020	06/30/2021**	07/01/2021	\$2.750	A	07/01/2022	\$2.750	A																								
PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		02/22/2021	06/30/2021**	07/01/2021	\$1.500	I																											
PLUMBER:	LANDSCAPE PIPEFITTER		02/22/2021	06/30/2021**	07/01/2021	\$1.500	I																											
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	J	02/22/2021	06/30/2021**	07/01/2021	\$1.000	K																											
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	L	02/22/2021	06/30/2021**	07/01/2021	\$1.000	K																											
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	M	02/22/2021	06/30/2021**	07/01/2021	\$1.000	K																											
PLUMBER:	LANDSCAPE TRADESMAN I	N	02/22/2021	06/30/2021**	07/01/2021	\$1.000	K																											
PLUMBER:	LANDSCAPE TRADESMAN II	N	02/22/2021	06/30/2021**	07/01/2021	\$1.000	K																											
PLUMBER:	PLUMBER, STEAMFITTER	C	02/22/2021	06/30/2021**	07/01/2021	\$3.000	A	07/01/2022	\$3.250	A	07/01/2023	\$3.500	A																					
ROOFER			08/22/2020	07/31/2021**	08/01/2021	\$2.000	A																											
ROOFER	BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER		08/22/2020	07/31/2021**	08/01/2021	\$2.000	A																											
TERRAZZO FINISHER		Q	08/22/2020	06/30/2021**	07/01/2021	\$1.750	A																											
TERRAZZO WORKER		Q	08/22/2020	06/30/2021**	07/01/2021	\$3.000	A																											
TILE FINISHER			02/22/2021	07/31/2021**	08/01/2021	\$1.500	A	08/01/2022	\$1.500	A																								
TILE SETTER			02/22/2021	07/31/2021**	08/01/2021	\$2.500	A	08/01/2022	\$2.500	A																								

[Return to wage page](#)

**FOOTNOTES**

- \*\* 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.
- A THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- B PORTION OF COUNTY LYING IN THE TAHOE BASIN AREA.
- C RATE APPLIES TO REMAINDER OF COUNTY.
- D EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- E PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: EXOTIC MATERIALS (\$1.25 PER HOUR) AND LEAD ABATEMENT/REMOVAL (\$1.00 PER HOUR). EMPLOYEES WORKING ON COMMERCIAL PROJECTS SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES A SWINGING AND/OR PLATFORM SUSPENSION SYSTEM. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- F PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- G PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- H PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED.
- I \$1.00 TO BASIC HOURLY RATE AND \$0.50 TO HEALTH AND WELFARE
- J THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- K \$0.50 TO BASIC HOURLY RATE AND \$0.50 TO HEALTH AND WELFARE.
- L THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- M THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- N THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN
- O THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

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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: Driver (On/Off-Hauling To/From Construction Site)**

**Determination:**

C-DT-830-261-5-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

March 31, 2021\* 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.

**Localities:**

All localities within Alpine, Amador, Calaveras, El Dorado, Fresno, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$3.09 <sup>a</sup>	\$0.00	\$0.85 <sup>b</sup>	\$0.00	\$0.00	8.0	\$20.94	\$29.44 <sup>c</sup>	\$29.44

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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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\* There is no predetermined increase applicable to this determination.

a The contribution applies to all hours until \$535.26 is paid for the month.

b \$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 years of service

c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

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-23-102-1-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 2021\*\* 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.

**Localities:**

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.

**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.

**WAGE RATES AND TOTAL HOURLY RATES (AREA 1):**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate <sup>b</sup>	Hours <sup>c</sup>	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$33.50	8	\$59.29	\$76.04	\$92.79
Group 1; Group 1(B) <sup>e</sup>	\$32.80	8	\$58.59	\$74.99	\$91.39
Group 1 (A)	\$33.02	8	\$58.81	\$75.32	\$91.83
Group 1 (C)	\$32.85	8	\$58.64	\$75.07	\$91.49
Group 1 (E)	\$33.35	8	\$59.14	\$75.82	\$92.49
Group 1 (G)	\$33.00	8	\$58.79	\$75.29	\$91.79
Group 2	\$32.65	8	\$58.44	\$74.77	\$91.09
Group 3; Group 3 (A)	\$32.55	8	\$58.34	\$74.62	\$90.89
Group 4; Group 6 (B)	\$26.24	8	\$52.03	\$65.15 <sup>f</sup>	\$78.27 <sup>f</sup>
Group 6	\$33.76	8	\$59.55	\$76.43	\$93.31
Group 6 (A)	\$33.26	8	\$59.05	\$75.68	\$92.31
Group 6 (C)	\$32.67	8	\$58.46	\$74.80	\$91.13
Group 6 (D)	\$33.38	8	\$59.17	\$75.86	\$92.55
Group 6 (E)	\$32.40	8	\$58.19	\$74.39	\$90.59
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	\$22.79	8	\$48.58	\$59.97	\$71.37
Group 7 – Stage 2 (2 <sup>nd</sup> 6 months)	\$26.04	8	\$51.83	\$64.85	\$77.87
Group 7 – Stage 3 (3 <sup>rd</sup> 6 months)	\$29.30	8	\$55.09	\$69.73	\$84.39

**WAGE RATES AND TOTAL HOURLY RATES (AREA 2):**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate <sup>b</sup>	Hours <sup>c</sup>	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$32.50	8	\$58.29	\$74.54	\$90.79
Group 1; Group 1(B) <sup>e</sup>	\$31.80	8	\$57.59	\$73.49	\$89.39
Group 1 (A)	\$32.02	8	\$57.81	\$73.82	\$89.83
Group 1 (C)	\$31.85	8	\$57.64	\$73.57	\$89.49
Group 1 (E)	\$32.35	8	\$58.14	\$74.32	\$90.49
Group 2	\$31.65	8	\$57.44	\$73.27	\$89.09
Group 3; Group 3 (A)	\$31.55	8	\$57.34	\$73.12	\$88.89
Group 4; Group 6 (B)	\$25.24	8	\$51.03	\$63.65 <sup>f</sup>	\$76.27 <sup>f</sup>
Group 6	\$32.76	8	\$58.55	\$74.93	\$91.31
Group 6 (A)	\$32.26	8	\$58.05	\$74.18	\$90.31
Group 6 (C)	\$31.67	8	\$57.46	\$73.30	\$89.13
Group 6 (D)	\$32.38	8	\$58.17	\$74.36	\$90.55
Group 6 (E)	\$31.40	8	\$57.19	\$72.89	\$88.59
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	\$22.09	8	\$47.88	\$58.92	\$69.97
Group 7 – Stage 2 (2 <sup>nd</sup> 6 months)	\$25.24	8	\$51.03	\$63.65	\$76.27
Group 7 – Stage 3 (3 <sup>rd</sup> 6 months)	\$28.40	8	\$54.19	\$68.38	\$82.59

**EMPLOYER PAYMENTS:**

Type of Fund	Amount per Hour Worked
Health & Welfare	\$9.00
Pension	\$12.96
Vacation and Holiday	\$3.05
Training	\$0.50
Other	\$0.28

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-23-102-1-2020-2A

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 2021\*\* 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.

**Localities:**

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.

**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.

**WAGE RATES AND TOTAL HOURLY RATES (AREA 1):**

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate <sup>b</sup>	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$36.50	8	\$62.29	\$80.54	\$98.79
Group 1; Group 1(B) <sup>e</sup>	\$35.80	8	\$61.59	\$79.49	\$97.39
Group 1 (A)	\$36.02	8	\$61.81	\$79.82	\$97.83
Group 1 (C)	\$35.85	8	\$61.64	\$79.57	\$97.49
Group 1 (E)	\$36.35	8	\$62.14	\$80.32	\$98.49
Group 1 (G)	\$36.00	8	\$61.79	\$79.79	\$97.79
Group 2	\$35.65	8	\$61.44	\$79.27	\$97.09
Group 3; Group 3 (A)	\$35.55	8	\$61.34	\$79.12	\$96.89
Group 4; Group 6 (B)	\$29.24	8	\$55.03	\$69.65 <sup>f</sup>	\$84.27 <sup>f</sup>
Group 6	\$36.76	8	\$62.55	\$80.93	\$99.31
Group 6 (A)	\$36.26	8	\$62.05	\$80.18	\$98.31
Group 6 (C)	\$35.67	8	\$61.46	\$79.30	\$97.13
Group 6 (D)	\$36.38	8	\$62.17	\$80.36	\$98.55
Group 6 (E)	\$35.40	8	\$61.19	\$78.89	\$96.59
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	\$25.79	8	\$51.58	\$64.47	\$77.37
Group 7 – Stage 2 (2 <sup>nd</sup> 6 months)	\$29.04	8	\$54.83	\$69.35	\$83.87
Group 7 – Stage 3 (3 <sup>rd</sup> 6 months)	\$32.30	8	\$58.09	\$74.23	\$90.39

**WAGE RATES AND TOTAL HOURLY RATES (AREA 2):**

Classification <sup>a</sup> (Journey person) Group	Basic Hourly Rate <sup>b</sup>	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$35.50	8	\$61.29	\$79.04	\$96.79
Group 1; Group 1(B) <sup>e</sup>	\$34.80	8	\$60.59	\$77.99	\$95.39
Group 1 (A)	\$35.02	8	\$60.81	\$78.32	\$95.83
Group 1 (C)	\$34.85	8	\$60.64	\$78.07	\$95.49
Group 1 (E)	\$35.35	8	\$61.14	\$78.82	\$96.49
Group 2	\$34.65	8	\$60.44	\$77.77	\$95.09
Group 3; Group 3 (A)	\$34.55	8	\$60.34	\$77.62	\$94.89
Group 4; Group 6 (B)	\$28.24	8	\$54.03	\$68.15 <sup>f</sup>	\$82.27 <sup>f</sup>
Group 6	\$35.76	8	\$61.55	\$79.43	\$97.31
Group 6 (A)	\$35.26	8	\$61.05	\$78.68	\$96.31
Group 6 (C)	\$34.67	8	\$60.46	\$77.80	\$95.13
Group 6 (D)	\$35.38	8	\$61.17	\$78.86	\$96.55
Group 6 (E)	\$34.40	8	\$60.19	\$77.39	\$94.59
Group 7 – Stage 1 (1 <sup>st</sup> 6 months)	\$25.09	8	\$50.88	\$63.42	\$75.97
Group 7 – Stage 2 (2 <sup>nd</sup> 6 months)	\$28.24	8	\$54.03	\$68.15	\$82.27
Group 7 – Stage 3 (3 <sup>rd</sup> 6 months)	\$31.40	8	\$57.19	\$72.88	\$88.59

**EMPLOYER PAYMENTS:**

Type of Fund	Amount per Hour Worked
Health & Welfare	\$9.00
Pension	\$12.96
Vacation and Holiday	\$3.05
Training	\$0.50
Other	\$0.28

**CLASSIFICATIONS**

**Construction Specialist**

ASPHALT IRONERS AND RAKERS  
CHAINSAW  
CONCRETE DIAMOND CHAINSAW  
LASER BEAM IN CONNECTION WITH  
LABORER'S WORK  
MASONRY AND PLASTER TENDER  
MECHANICAL PIPE LAYER-ALL TYPES  
REGARDLESS OF TYPE OR METHOD OF  
POWER  
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, CCTV  
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  
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 8

**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 (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 8

**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)  
TREE REMOVAL  
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 IN THE  
NORTHERN CALIFORNIA LANDSCAPE  
MAINTENANCE LABORER DETERMINATION.

**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 6 (D)**

ALIGNER OF WIRE WINDING MACHINE IN  
CONNECTION WITH GUNITING OR SHOT  
CRETE

**GROUP 6 (E)**

ALIGNER HELPER OF WIRE WINDING  
MACHINE IN CONNECTION WITH GUNITING  
OR SHOT CRETE

**GROUP 7**

ENTRY LEVEL LANDSCAPE LABORER (RATIO  
FOR ENTRY LEVEL IS ONE IN THREE. AT  
LEAST ONE SECOND PERIOD ENTRY LEVEL  
AND AT LEAST ONE THIRD PERIOD ENTRY  
LEVEL MUST BE EMPLOYED BEFORE  
EMPLOYING ANOTHER FIRST PERIOD  
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK  
ON THE SAME JOB SITE



**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

- <sup>a</sup> GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 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 \$0.50 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).
- <sup>b</sup> 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.
- <sup>c</sup> 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.
- <sup>d</sup> 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.
- <sup>e</sup> GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS
- <sup>f</sup> SERVICE LANDSCAPE LABORER ON NEW CONSTRUCTION MAY WORK ANY FIVE (5) DAYS WITHIN A WEEK.

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: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

NC-23-261-1-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 2021\*\* 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.

**Localities:**

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.

**WAGE RATES AND TOTAL HOURLY RATES:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$33.95	8	\$64.32	\$81.30	\$81.30	\$98.27
Group 2	\$34.25	8	\$64.62	\$81.75	\$81.75	\$98.87
Group 3	\$34.55	8	\$64.92	\$82.20	\$82.20	\$99.47
Group 4	\$34.90	8	\$65.27	\$82.72	\$82.72	\$100.17
Group 5	\$35.25	8	\$65.62	\$83.25	\$83.25	\$100.87
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					
Group 8 (Trainee) <sup>c</sup> <sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours <sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours <sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours						

**EMPLOYER PAYMENTS:**

Type of Fund	Amount per Hour Worked
Health & Welfare	\$19.19
Pension	\$7.35
Vacation and Holiday	\$2.30
Training	\$0.90
Other <sup>9</sup>	\$0.63

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: TEAMSTER (SPECIAL SINGLE SHIFT RATE)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

NC-23-261-1-2020-1A

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 2021\*\* 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.

**Localities:**

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.

**WAGE RATES AND TOTAL HOURLY RATES:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$35.95	8	\$66.32	\$84.30	\$84.30	\$102.27
Group 2	\$36.25	8	\$66.62	\$84.75	\$84.75	\$102.87
Group 3	\$36.55	8	\$66.92	\$85.20	\$85.20	\$103.47
Group 4	\$36.90	8	\$67.27	\$85.72	\$85.72	\$104.17
Group 5	\$37.25	8	\$67.62	\$86.25	\$86.25	\$104.87
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 8 (Trainee) <sup>c</sup> <sup>d</sup> Step I – 1 <sup>st</sup> 1000 Hours <sup>e</sup> Step II – 2 <sup>nd</sup> 1000 Hours <sup>f</sup> Step III – 3 <sup>rd</sup> 1000 Hours						

**EMPLOYER PAYMENTS:**

Type of Fund	Amount per Hour Worked
Health & Welfare	\$19.19
Pension	\$7.35
Vacation and Holiday	\$2.30
Training	\$0.90
Other <sup>g</sup>	\$0.63

**CLASSIFICATIONS:**

**GROUP 1**

Dump Trucks under 6 yards  
Single Unit Flat Rack (2 axle unit)  
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)  
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)  
Concrete pump machine  
Snow Buggy  
Steam Cleaning  
Bus or Manhaul Driver  
Escort or Pilot Car Driver  
Pickup Truck  
Teamster Oiler/Greaser/and or Serviceman  
Hook Tenders  
Team Drivers  
Warehouseman  
Tool Room Attendant (Refineries)  
Fork Lift and Lift Jitneys  
Warehouse Clerk/Parts Man  
Fuel and/or Grease Truck Driver or Fuelman  
Truck Repair Helper  
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

**GROUP 2**

Dump Trucks 6 yards Under 8 yards  
Transit Mixers through 10 yards  
Water Trucks Under 7000 gals.  
Jetting Trucks Under 7000 gals.  
Single Unit flat rack (3 axle unit)  
Highbed Heavy Duty Transport  
Scissor Truck  
Rubber Tired Muck Car (not self-loaded)  
Rubber Tired Truck Jumbo  
Winch Truck and "A" Frame Drivers  
Combination Winch Truck With Hoist  
Road Oil Truck or Bootman

Buggymobile  
Ross, Hyster and similar Straddle Carrier  
Small Rubber Tired Tractor  
Truck Dispatcher

**GROUP 3**

Dump Trucks 8 yards and including 24 yards  
Transit Mixers Over 10 yards  
Water Trucks 7000 gals and over  
Jetting Trucks 7000 gals and over  
Vacuum Trucks under 7500 gals  
Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
Heavy Duty Transport Tiller Man  
Tire Repairman  
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit  
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
P.B. or Similar Type Self Loading Truck  
Combination Bootman and Road Oiler  
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)  
Ammonia Nitrate Distributor, Driver and Mixer  
Snow Go and/or Plow

**GROUP 4**

Dump Trucks over 25 yards and under 65 yards  
Vacuum Trucks 7500 gals and over.  
Truck Repairman  
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
Helicopter Pilots  
Lowbed Heavy Duty Transport (up to and including 7 axles)  
DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

**GROUP 5**

Dump Truck 65 yards and over  
Holland Hauler  
Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6** (Use dump truck yardage rate)

Articulated Dump Truck  
Bulk Cement Spreader (w/ or w/o Auger)  
Dumpcrete Truck  
Skid Truck (Debris Box)  
Dry Pre-Batch Concrete Mix Trucks  
Dumpster or Similar Type  
Slurry Truck

**GROUP 7** (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer  
Asphalt Burner  
Scarifier Burner  
Fire Guard  
Industrial Lift Truck (mechanical tailgate)  
Utility and Clean-up Truck  
Composite Crewman

**GROUP 8**

Trainee

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

<sup>a</sup> For classifications within each group, see Pages 5 and 6.

<sup>b</sup> Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

<sup>c</sup> An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

<sup>d</sup> Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>e</sup> Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>f</sup> Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

<sup>g</sup> Supplemental Dues and Contract Administration.

**Federal Davis-Bacon Prevailing Wage**

**General Decision Number: CA20210007 07/09/2021**



"General Decision Number: CA20210007 07/09/2021

Superseded General Decision Number: CA20200007

State: California

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

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021

6	02/26/2021
7	04/02/2021
8	04/23/2021
9	05/07/2021
10	05/14/2021
11	05/21/2021
12	06/18/2021
13	06/25/2021
14	07/02/2021
15	07/09/2021

ASBE0016-001 01/01/2021

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50
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ASBE0016-007 01/01/2021

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

AREA 2: MARIN & NAPA COUNTIES

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

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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 BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

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 BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER.....	\$ 36.53	17.08

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 BRCA0003-004 05/01/2019

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

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

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 43.24	21.63
AREA 2.....	\$ 45.92	26.70

SPECIALTY PAY:

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

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 BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 37.58	17.33
TERRAZZO WORKER/SETTER.....	\$ 48.53	26.84

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 BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 27.31	14.75
Area 2.....	\$ 27.10	16.50
Area 3.....	\$ 29.94	16.38
Area 4.....	\$ 28.06	15.82
Tile Layer		
Area 1.....	\$ 45.51	17.64
Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

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

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 BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON.....	\$ 51.30	28.47

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 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).\$	59.51	34.69

DEPTH PAY (Surface Diving):  
 050 to 100 ft \$2.00 per foot  
 101 to 150 ft \$3.00 per foot  
 151 to 220 ft \$4.00 per foot  
 221 ft.-deeper \$5.00 per foot

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

DIVING IN ENCLOSURES:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

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 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scraper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		

Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2021

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 49.12	31.49
Journeyman Carpenter.....	\$ 48.97	31.49
Millwright.....	\$ 51.47	33.08

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

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 CARP0046-002 07/01/2021

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

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 CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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 CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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\* CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

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

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.69	3%+24.38
ELECTRICIAN.....	\$ 53.06	3%+24.38

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ELEC0180-003 12/01/2020

NAPA AND SOLANO COUNTIES



	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

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

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ELEC0340-002 02/01/2018

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

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

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

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

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

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

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

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 06/01/2021

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

Rates

Fringes

ELECTRICIAN

Remaining area.....	\$ 41.56	32.49
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

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

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ELEC0401-005 07/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	20.17

ZONE RATE:

70-90 miles - \$8.00 per hour  
91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2021

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 53.90	26.47

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ELEC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

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

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 ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.49	17.74

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 ELEC0659-008 02/01/2020

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 60.28	4.5%+19.40
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 53.82	4.5%+19.40
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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 ELEC1245-004 06/01/2021

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

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

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 ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

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

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 ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 40.50	34.35
AREA 2:		
(1) Leverman.....	\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....	\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 42.50	34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TUOLUMNE COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		

AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

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

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder



FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

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ENGI0003-038 06/29/2020

"AREA 1" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15

OPERATOR: Power Equipment  
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		

Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade

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

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

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

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

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

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

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

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

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

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

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

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

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist

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

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

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AREA DESCRIPTIONS:

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

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts



Area 2: Remainder

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IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

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LABO0067-001 06/28/2021

AREA "A" - MARIN COUNTY

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

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.05	12.75
LABORER (Lead Removal)		
Marin County.....	\$ 34.37	25.95
Remaining Counties.....	\$ 33.37	25.95

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LABO0067-005 06/27/2017

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

AREA "B" - 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, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 29.54	22.17
Area B.....	\$ 28.54	22.17
Traffic Control Person I		
Area A.....	\$ 29.84	22.17
Area B.....	\$ 28.84	22.17
Traffic Control Person II		
Area A.....	\$ 27.34	22.17
Area B.....	\$ 26.34	22.17

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

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

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LABO0185-002 07/01/2020

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

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 32.84	23.71

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LABO0185-005 06/25/2018

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

	Rates	Fringes
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Tunnel and Shaft Laborers:

GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0185-006 06/25/2018

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

Rates Fringes

LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20

GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting,

whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

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

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0185-008 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 30.54	23.65
Traffic Control Person I....	\$ 30.84	23.65
Traffic Control Person II...	\$ 28.34	23.65

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

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

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LABO0261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11

Shotcrete Specialist.....\$ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....\$	32.45	22.20

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LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....\$	31.49	23.20
GROUP 1.....\$	30.79	23.20
GROUP 1-a.....\$	31.01	23.20
GROUP 1-c.....\$	30.84	23.20
GROUP 1-e.....\$	31.34	23.20
GROUP 1-f.....\$	31.37	23.20
GROUP 2.....\$	30.64	23.20



GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 30.54	23.20
(2) Establishment Warranty Period.....	\$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 30.79	23.20
GROUP 2.....	\$ 30.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite,

epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

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

every day worked on or in the excavation of the footing from the date of inception.

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

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00
Work on a swing stage scaffold:	\$1.00 per hour additional.	

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LABO0324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 29.54	23.65
Traffic Control Person I....	\$ 29.84	23.65
Traffic Control Person II...	\$ 27.34	23.65

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

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

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LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 37.82	24.11
GROUP 2.....	\$ 37.59	24.11
GROUP 3.....	\$ 37.34	24.11
GROUP 4.....	\$ 36.89	24.11
GROUP 5.....	\$ 36.35	24.11
Shotcrete Specialist.....	\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

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LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20

GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

FOOTNOTES:

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

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LABORER CLASSIFICATIONS

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

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

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from the date of inception.

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

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

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

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A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer



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WRECKING WORK LABORER CLASSIFICATIONS

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

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

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LABO0324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....	\$ 32.02	23.00

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-004 01/01/2021

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 45.22	25.48

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 01/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....\$ 49.03 27.09

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PAIN0016-007 01/01/2021

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

Rates Fringes

Painters:.....\$ 35.88 21.16

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....\$ 48.60 27.43

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PAIN0169-004 01/01/2021

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

Rates Fringes

GLAZIER.....\$ 53.07 31.15

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\* PAIN0567-001 07/01/2020

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

Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 29.80	13.44
Spray Painter & Paperhanger.	\$ 31.29	13.44

PREMIUMS:

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

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

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 PAIN0567-007 07/01/2020

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.01	15.48

-----  
 PAIN0567-010 07/01/2020

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

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 35.20	14.02
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 36.70	14.02

-----  
 PAIN0767-004 01/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,

NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 41.51	31.36

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

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

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PAIN1176-001 07/01/2020

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
PAIN1237-001 01/01/2021

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

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.81	23.39

-----

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.49	23.67

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 64.86	43.54
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 76.30	45.27

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

Rates	Fringes
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Landscape/Irrigation Fitter  
 (Underground/Utility Fitter).....\$ 63.04 31.48

-----  
 PLUM0228-001 07/01/2021

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

	Rates	Fringes
PLUMBER.....	\$ 42.50	35.89

-----  
 PLUM0343-001 07/01/2021

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 56.00	39.61

DEFINITION OF LIGHT COMMERCIAL:

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

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

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 PLUM0350-001 08/01/2019

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.84	13.81

-----  
 PLUM0355-001 07/01/2021

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

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 31.00	16.80
-----		
PLUM0442-003 07/01/2021		

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 47.50	33.39
-----		
PLUM0447-001 07/01/2021		

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

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 56.37	26.75
Light Commercial Work.....	\$ 36.23	17.72
-----		
ROOF0081-006 08/01/2020		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Rofer.....	\$ 44.62	19.36
-----		
ROOF0081-007 08/01/2020		

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

	Rates	Fringes
Rofer.....	\$ 39.73	19.11
-----		
SFCA0483-003 01/01/2021		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 67.99	32.85
-----		
SFCA0669-003 04/01/2021		

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

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.34	26.29
-----		
SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83
-----		
SHEE0104-009 07/01/2020		

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.60	40.21
-----		
SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42
-----		
SHEE0104-011 07/01/2020		

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



	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

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SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

-----  
SHEE0104-019 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

-----  
TEAM0094-001 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used

appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

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

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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END OF GENERAL DECISION"

## Attachment H: Summary of Proposed Equipment/System and Alternatives with Technical and Functional Questions

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**Answers shall be supported by product data sheets provided in Section 6 of this proposal.**

1. Fill in the following table with the proposed meter information (this is intended to be a summary and not a replacement for tables required in technical questions):

Size	Manufacturer/Model	Meter Type	Length of time sold and # in service	Low flow accuracy
<b>Service / Demand Meters</b>				
5/8" – 1"				
1.5" – 2"				
3"				
4"				

2. Proposed AMR system brand: \_\_\_\_\_
3. Power type, Battery Life and Warranties

Equipment/ Model or Series	Summary of Power supply / battery life	Summary of warranty periods and warranty cost coverage <sup>1</sup>
Meter with Encoded Register: (by model/series) 5/8"-1" 1.5"-2" 3" 4"		
Endpoint:		
Mobile Data Collector:		

<sup>1</sup>Provide a summary here. Do not just state "see attached warranty statements".



<b>Technical Requirement Verification</b>			
Check "YES" if all requirements listed in Appendix D are met under proposal and note any requirements remaining unchecked in the exceptions section of the response			
Requirement / Preference	Meets Req?		Exceptions
	YES	NO	
<b>Item 5. Furnish Water Meters (Refer to Item 5 in Appendix D for detailed requirements)</b>			
5.1.A. Lay Length			
5.1.B. Meter Type			
5.1.C. Number in Service			
5.1.D. Compatible			
5.1.E. Serial Number			
5.1.F. Casing			
5.1.G. Lead Free			
5.1.H. AWWA Compliant			
5.1.I. Certified Test Results			
5.1.J. Temp Range			
5.1.K. Register			
5.1.L. Enclosure			
5.1.M. Read Resolution			
5.1.N. Register Display			
5.1.O. No Onsite Programming Required			
5.1.P. Unique ID			
5.1.Q. Warranty			
5.1.R. No Wire Splicing			
5.1.S. Display Toggle			
5.1.T. UME Replacement			
<b>Item 7. Furnish AMR Endpoint (Refer to Item 8 in Appendix D for detailed requirements)</b>			
7.1.A. FCC Compliance			
7.1.B. FCC Regulations			
7.1.C. Manufacturer's Experience			
7.2.A. Compatible			
7.2.B. Warranty			
7.2.C. Housing			
7.2.D. In-lid Mounting			
7.2.E. Integrated Unit			
7.2.F. Battery Life			
7.2.G. Maintenance			
7.2.H. Data Transmission			
7.2.I. Storage and Transmission			
7.2.J. Firmware Updates			
7.2.K. Leak Detection			

7.2.L. No Flow and Reverse Flow Detection			
7.2.M. High Usage Reporting			
7.2.N. Constant Consumption			
7.2.O. Diagnostic Information			
7.2.P. Meter Compatibility/Ports			
7.2.Q. Installation			
7.2.R. Alarms / Tampering			
7.2.S. Migratable to AMI			
<b>Item 9. AMR Equipment and Software (Refer to Item 9 in Appendix D for specific requirements)</b>			
<b>9.1 Mobile Data Collector Device and Software Requirements:</b>			
9.1.A. Portable			
9.1.B. Antenna			
9.1.C. Display			
9.1.D. Communication			
9.1.E. Data Logging			
9.1.F. View Data in Field			
9.1.G. Alerts			
9.1.H. Power supply			
9.1.I. Environmental Conditions			
9.1.J. Field Presentation			
9.1.K. Off Cycle Reads			
9.1.L. Speed			
9.1.M. Automated			
9.1.N. Touch Screen Friendly			
9.1.O. Wireless Sync			
9.1.P. Filter Readings			
9.1.Q. ID & Time Stamp			
9.1.R. New Accounts			
9.1.S. High/Low Reading Flag			
9.1.T. Progress Indication			
9.1.U. Graphing			
9.1.V. Test Mode			
9.1.W. Geocode			
9.1.X. Manual Reads			
9.1.Y. Notes			
9.1.Z. GIS Mapping			
9.1.AA. Filtering			
9.1.BB. GPS			
<b>10.3 Host Software Requirements:</b>			
10.3.A. Display Data Logging			
10.3.B. 90 Day Consumption View			
10.3.C. Off Cycle Reads			

<i>10.3.D. Load/Unload Data</i>			
<i>10.3.E. Edit Account in Database</i>			
<i>10.3.F. Generate Reports</i>			
<i>10.3.G. Backup Function</i>			
<i>10.3.H. Merge Files</i>			
<i>10.3.I. Report Formats</i>			
<i>10.3.J. Export Database</i>			
<i>10.3.K. Search Function</i>			
<i>10.3.L. Notes</i>			
<i>10.3.M. Backup Capabilities</i>			
<i>10.3.N. System Diagnostics</i>			
<i>10.3.O. Data Storage</i>			
<i>10.3.P. Read Cycle Operations</i>			
<i>10.3.Q. Internet Security</i>			

## Technical and Functional Questions

<b>1.0 Water Meter Replacement</b>	
1.1	List the corporate experience in terms of meters and AMR systems installed by the installation team/contractor.
1.2	Provide installation contractor licensing information in compliance with California Contractor License law.
1.3	Describe plan mechanism/measures to avoid disrupting billing cycle during installation phase.
<b>2.0 Water Meters</b>	
2.1	What brand of water meter are you proposing and pricing? For each meter size, provide in tabular format: model, type, material, operating flow range, extended low flow range, AWWA Standards met, length of time deployed.
2.2	Describe the warranty period for the proposed water meters with prorated warranty table, if applicable. Please do not just provide copies of the warranty statements with no further explanation.
2.3	What is the meter register's resolution capability for each of the proposed encoder/registers and with which meters will each be used?
<b>3.0 AMR System</b>	
<b>3.a AMR System General</b>	
3.a.1	Give an overview of system components. Include how the reads are transmitted from the endpoints, to the mobile data collector and then into the billing software. In an appendix to your response provide specification sheets for meters, registers and the meter reading system including endpoint modules, system software, and mobile data collectors, as applicable.
3.a.2	What is the FCC radio bandwidth for the proposed meter endpoint/transmitter equipment? Explain the benefits of the proposed bandwidth.

3.a.4	For the AMR system proposed, provide the total number systems and endpoints supplied in the past 12 months.
3.a.5	Does proposer provide break-fix ticketing, diagnostics, and trouble call dispatching for AMR operations? Is this included with proposed cost, or as a separate option? If as a separate option, provide cost of option here.
<b>3.b Mobile Data Collection</b>	
3.b.01	To the extent expected for this system, describe in general terms the mobile data collector, and other system hardware that will be required to operate the AMR system.
3.b.02	Describe the time and effort required to interrogate the meters/endpoints for more detailed reading data than just the current usage and flags.
3.b.03	List the warning flags that will automatically be included with regular reading brief data packet transmission “chirps” for drive-by data collection.
3.b.04	What is the warranty provided for the mobile data collector? Please do not just provide copies of the warranty statements with no further explanation.
<b>3.c. Endpoints &amp; Field Programming Equipment</b>	
3.c.1	Specify proposed Endpoint module transmission output power.
3.c.2	Specify regular reading brief data packet transmission (“chirp”) frequency of proposed endpoint.
3.c.3	Describe the warranty period for the proposed endpoint and provide prorated warranty table if applicable. Please do not just provide copies of the warranty statements with no further explanation.

3.c.5	Does the meter reading system have a feature that allows the utility owner to “wake up” the endpoint and transmit a message or command at any time of day? Describe two- way communication capabilities.
3.c.7	Describe proposed method to deal with weak or non-reads due to distance of meter from roadway. State how weak or non-read results will be resolved. This shall be tested and resolved prior to project completion with a data collection test drive of entire District service area at posted speed limits with District staff present.
<b>4.0 Field Installation</b>	
4.1	Describe any work requirements or input required from the District in the proposed installation process.
4.2	Provide details of proposed quality control/quality assurance program including site audits, meter read validation, and photographs.
4.3	Indicate the percentage of the proposed key staff member’s time that will be dedicated to this project, and that will be spent on site.
4.4	List any key assumptions that are material to installation proposal and associated timeline, resources and cost.
4.5	Describe the process by which the updated meter services are confirmed operational.