REQUEST FOR PROPOSALS

TO EXCHANGE WATER METER TRANSMISSION UNITS (MTUs) FOR AUTOMATED METERING INFRASTRUCTURE (AMI) UPGRADE

March 2019
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NOTICE

The Soquel Creek Water District (District) invites the submittal of proposals from qualified contractors with experience in exchanging water meter transmission units (MTUs), in support of the District’s metering system upgrade from Master Meter Drive-By Automated Meter Reading to Master Meter Automated Metering Infrastructure (AMI). The District estimates that approximately 15,500 (+/-500) MTUs will be exchanged during this project.

The District will provide all parts & materials for the project; however, the contractor is expected to provide a proven electronic work order system to track specified meter and MTU data in a format that is compatible with the District’s billing system. Experience with Master Meter’s Allegro AMI product is desired, but not required.

The District plans to start the project in late May 2019, and the scope of work must be completed within 24 months of the District’s issuance of a Purchase Order.

This is a public works contract which requires payment of prevailing wages. Please note that no contractor or subcontractor may bid on or be awarded a contract for a public works construction project over twenty-five thousand dollars ($25,000) unless registered with the State of California Department of Industrial Relations pursuant to Labor Code section 1725.5. Additionally, the Contractor must possess and maintain a valid California Contractors License (e.g., Class “A” General Engineering, Class “C-36” Plumbing, etc.) appropriate for the work to be performed.

Per Section 9550 of the California Civil Code, a payment bond is required before commencement of work for a public works contract involving an expenditure in excess of twenty-five thousand dollars ($25,000).

Proposals shall be submitted in accordance with the requirements identified in this Request for Proposals (RFP).

The proposal submittal marked “Proposal to Exchange MTUs for Soquel Creek Water District AMI Upgrade”, shall be received no later than 3:00 p.m., April 17, 2019, at:

Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95073

Evaluation of proposals will be based on experience with similar projects and technical capabilities, ability to meet the District’s schedule, and cost-effectiveness. The District reserves the right to accept or reject any or all proposals submitted.

This RFP and any future addenda will be available on the District’s website at www.soquelcreekwater.org. All questions regarding this RFP should be directed to Shelley Flock by email only at shelleyf@soquelcreekwater.org no later than 3:00 p.m., April 5, 2019.
Recommended By:
Shelley Flock
Conservation & Customer
Service Field Manager

Approved By:
Ron Duncan
General Manager
BACKGROUND

A) Service Area Location and Customer Information
The Soquel Creek Water District is a public agency that provides water service to a 17-square-mile service area along the California coast in Santa Cruz County. As shown in dark blue in the map below, areas served include the City of Capitola and the unincorporated communities of Soquel, Aptos, Rio Del Mar, and La Selva Beach.

The District serves a population of about 40,000 through approximately 13,000 single-family residential accounts; 500 multi-family residential accounts; 650 commercial/institutional accounts; 260 dedicated irrigation/outdoor water use accounts; and 1,500 private fire services. All accounts are metered and read monthly for billing purposes.

B) Current Metering System
The District’s existing metering system consists of Master Meter meters with a Master Meter 3G Drive-By Automated Meter Reading (AMR) system. Installation of the existing meters and AMR Meter Transmission Units (MTU) began in 2007 as a pilot project and was fully completed in 2013. Over the last 1-2 years, many MTU batteries have begun to fail and can no longer transmit electronic meter reads to the mobile receivers in District service vehicles. This has resulted in staff having to manually collect monthly meter readings for these MTUs. Rather than replace the failing AMR registers with new AMR registers, the District’s Board of Director’s has directed staff to upgrade the AMR system to Automated Metering Infrastructure (AMI) due to the numerous customer benefits and water-saving potential.

Approximately 98% of the District’s meters are sized 5/8” to 1” and are 6-11 years into Master Meter’s 20-year meter accuracy warranty; thus, most of the meter bodies do not require replacement at this time. These services can be upgraded to AMI simply by exchanging the existing MTU with a new Master Meter Allegro MTU.
The District plans to replace a small number of 5/8” – 1” meters that have exceeded or are close to exceeding the throughput conditions of the warranty, as well as all larger meters sized 1.5” – 8”. However, they are not part of this scope of work as the District plans to complete these meter replacements in house.

C) Current Billing, Meter Reading and GIS Software
The District is in the process of transitioning from Accela (formerly Springbrook) to Tyler Incode (Version 10) utility billing software. The transition is expected to be complete on May 1, 2019. For use with this project, the District will purchase a license to use Tyler’s Mass Meter Swap program which allows for automated upload of MTU exchange data collected in the field to the District’s utility billing system.

Master Meter’s Harmony software is used for the existing drive-by AMR system and will continue to be used when the District transitions to AMI.

The District currently uses ESRI’s ARCGIS software, with ARCMAP 10.6 and ARCGIS online, and uses Coordinate System: NAD_1983_StatePlane_California_IL_FIPS_0403_Feet.

SCOPE OF WORK

The Contractor will work under the direction of the Conservation and Customer Service Field Manager or her designated representative. All work performed by the Contractor must have prior District approval.

The District estimates that approximately 15,500 (+/-500) MTUs will be exchanged during this project. The Scope of Work includes the following tasks:

A) Project Administration

Contractor shall:

- Submit a traffic control plan prior to performing work. While it is anticipated that the work performed for this project may only require a roadway lane closure in a few limited instances, any lane closures by the Contractor shall be performed in general conformance with the provisions of Standard Plan No. T12, “Traffic Control System for Lane Closure on Multilane Conventional Highways” and/or Standard Plan No. T13, “Traffic Control System for Lane Closure on Two Lane Conventional Highways” of the Cal-Trans Standard Plans. If so required, the Contractor shall provide flaggers that are trained in the proper fundamentals of flagging moving traffic as per CAL/OSHA Construction Safety Orders, Section 1599(f).

- Ensure that all project staff have received state mandated sexual harassment awareness and prevention training and provide verification of training prior to performing work.

• Provide project staff with uniforms, identification badges, appropriate tools and safety equipment, and cell phones.
• Provide vehicles clearly placarded with Contractor name and fuel for vehicles.
• Provide certified payroll along with each invoice and maintain a copy of the applicable prevailing wage rates in each Contractor vehicle.

District shall:
• Provide secured parking for up to two Contractor vehicles at District headquarters in Soquel during the project.
• Provide all parts and materials, including pre-programmed Master Meter Allegro MTUs and composite meter lids in sufficient quantities to allow for uninterrupted work. (Note: This is dependent upon Master Meter and their distributor meeting their contractual obligations with the District.) All parts will be stored at District headquarters.
• Provide the Contractor access to District facilities as needed.
• Provide limited office space and one (1) computer to perform administrative work (e.g., QA/QC, data uploads, reporting etc.).
• Provide the Contractor access to available and relevant electronic records and data, including water service account information (e.g., service address, meter model/serial number, existing MTU serial number, etc.) and existing GIS data (i.e. a file geodatabase containing some previously mapped meter points).
• Host a project kick-off meeting for the Contractor to discuss schedule, scope of services, available records and data, project outreach efforts, labor law requirements, safety, etc.
• Conduct customer outreach/make all necessary notifications to customers regarding the project and provide Contractor with a project flyer (with District staff contact information) to provide to customers with field inquiries. (Note: the MTUs can be exchanged without water service shut-off so customer appointments to coordinate water shut-off are not necessary.)

B) Project Management
Contractor shall:
• Provide a password-protected electronic work order system to manage and track all MTU exchanges that meets all of the following criteria:
  o The work order system shall have a series of quality check questions for the installer at the completion of each MTU install. Additionally, the system shall be accessible to key District staff for the purposes of tracking project statistics, installation data, problem logs, inventory status and generating progress reports.
  o The work order system shall be capable of providing MTU exchange data in a format that can be automatically uploaded daily to Tyler Incode via the Tyler Mass Meter Swap program.
  o The work order system shall be capable of interfacing with ARCGIS (for Global Positioning System (GPS) coordinates).
• Electronically collect and store the following information in the electronic work order system for each MTU exchange:
  o service address
  o GPS coordinates (horizontal accuracy of up to 2 m acceptable; however, submeter accuracy preferred in areas with good cellular reception with automatically populated horizontal accuracy and GNSS device name)
  o Location notes for hard to find meters (if necessary)
  o existing meter box lid material type (i.e. cast iron, concrete, or composite), meter model, meter serial number, meter reading, and MTU serial number
  o any issues of concern (e.g., visible leaks, leak alarms, non-standard installation, missing or tampered meter, missing meter spud, etc.)
  o meter reading prior to exchange and meter reading after exchange, with photos of old and new read and to ensure MTU appears properly installed and mounted and lid properly seated
  o new MTU serial number
  o installer’s name, date and time

District shall:
• Work with Contractor and Tyler to finalize the swap file for the upload of MTU exchange data from the Contractor’s electronic work order system into the District’s billing system.

C) Project Schedule

Contractor shall:
• Conduct all work during normal District business hours (Monday – Friday from 8:00 a.m. – 5:00 p.m., excluding official District holidays). Total time worked per Contractor employee shall not exceed 8 hours per day or 40 hours per week.
• Exchange a minimum of 600 MTUs per month. However, Contractor may also propose up to a maximum of 1,200 MTU exchanges per month if such an increase will result in a lower total project cost yet continue to meet specified quality standards. (Note: If greater than 600 MTU exchanges are proposed, note that the District needs to provide Master Meter and their distributor with sixty (60) days advance notice.)
• Complete at least 90 percent of the assigned MTU exchanges in one group of assigned meters (route) or group of routes before commencing installation on the next scheduled route(s), unless approved in writing by the District.
• Provide the District with weekly staff reports at the end of each week detailing the number of MTU exchanges completed, work remaining and any expected schedule adjustments.

District shall:
• Establish an overall schedule for installation of the entire project. On the first workday of each week, the District will provide the Contractor with a schedule of routes to be completed in the next two weeks. The installations shall be conducted by route, or group of routes, that are in close geographic proximity.
The District reserves the right to revise the schedule during the project.

D) MTU Exchange

**Contractor shall:**
- Prepare for MTU exchange by cleaning-out meter boxes as-needed to access existing meters/MTUs.
- Electronically collect information specified above (under Project Management) for each MTU exchange.
- Replace cast iron and concrete meter box lids with District-supplied composite lids.
- Remove dirt, plant materials, debris, packaging materials, removed meter box lids, etc. from each meter site and dispose of in accordance with District guidance.
- Provide the District-generated flyer with information about the project to any inquiring customers or members of the public and direct them to contact designated District staff for additional information.
- Format MTU exchange data at the end of each work day and upload to Tyler Incode using the Tyler Mass Meter Swap program.
- Format GPS data at a regular interval (e.g. weekly, biweekly, etc.) for upload to District GIS system. File geodatabase format is preferred but other formats, including shapefiles, are acceptable. Contractor shall specify coordinate system used.
- Notify the District daily of all assigned MTU exchanges that could not be completed due to meter inaccessibility, inability to locate the meter, leaks, etc. (Note: If the District can restore accessibility/locate the meter/make repairs prior to the Contractor’s completion of the assigned services in the same general vicinity, the Contractor shall return to the site and complete the MTU exchange.)
- Package old/removed MTUs and prepare paperwork daily in preparation for return shipment to manufacturer.

**District shall:**
- Be reasonably available to help locate hard to find meters, and to follow-up with problems such as leaks on the District side of the meter.
- Be responsible for the disposal/recycling of MTU packaging materials and removed meter box lids.

E) Quality Assurance (QA)/Quality Control (QC)

**Contractor shall:**
- After installation of the first 100 MTUs (or other quantity approved in advance by the District), perform an extensive quality check to ensure that the data
collected and stored in the electronic work order system is correctly formatted and uploaded to the District’s utility billing system and ARCGIS.
- Quality check all data before formatting for all uploads of data to District.
- Develop a QA/QC plan, including periodic audits and monitoring of individual installers.

**SCHEDULE**

The estimated project schedule is shown in the table below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>March 22, 2019</td>
</tr>
<tr>
<td>Contractor Questions due</td>
<td>By 3:00 p.m. on April 5, 2019</td>
</tr>
<tr>
<td>Addendum(s) Issued by</td>
<td>April 10, 2019</td>
</tr>
<tr>
<td><strong>Proposals Due</strong></td>
<td><strong>By 3:00 p.m. on April 17, 2019</strong></td>
</tr>
<tr>
<td>Proposal Evaluation and Contractor Selection by District Staff</td>
<td>April 22, 2019</td>
</tr>
<tr>
<td>Contract negotiations; Contractor submittal of Evidences of Insurance, Contractor Safety Operations Requirements, and Non-Disclosure Agreement; Contractor execution of Agreement</td>
<td>April 29, 2019</td>
</tr>
<tr>
<td>Board of Directors Contract Award &amp; Authorization for General Manager to Execute Agreement and Sign Purchase Order</td>
<td>May 7, 2019</td>
</tr>
<tr>
<td>District to Issue Purchase Order</td>
<td>May 10, 2019</td>
</tr>
<tr>
<td>Contractor to furnish Payment Bond</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Contractor to submit: Traffic Control Plan, written plans for safety programs designated as mandatory by the District, and verification of sexual harassment training</td>
<td>May 15, 2019</td>
</tr>
<tr>
<td>Proposed Kickoff Meeting</td>
<td>May 20, 2019</td>
</tr>
<tr>
<td>Project Completion Date</td>
<td>No later than two (2) years from date of Purchase Order placement</td>
</tr>
</tbody>
</table>
PROPOSAL FORMAT & CONTENT REQUIREMENTS

Proposals should be no more than fifteen (15) pages and should provide all the information considered pertinent to the Contractor’s qualifications for this project and requested in this RFP. Contractors wishing to be considered for this project should submit, at a minimum, the following:

A) **Cover Letter** – Provide a Cover Letter with the RFP title, Contractor’s company name, California Contractors State License Board license number, managing office address, telephone number, name and email address of contact person and date. The Cover Letter shall be signed by an official authorized to bind the firm that contains a statement indicating that the proposal is valid for at least ninety (90) calendar days from the required submittal date.

B) **Executive Summary** – Describe your ability to meet the District’s needs as identified in this RFP and why your proposal provides the best overall value to the District.

C) **Scope of Work/Schedule** – Provide specific information and description regarding each of the Contractor tasks identified in the Scope of Work, and your ability to meet the project Schedule. Contractors may propose more than one approach that meets the District’s needs yet may save the District money, increase efficiency, result in a better outcome, etc.

D) **Responsible Personnel** – List the project manager, their statement of qualifications, and a statement that the Contractor will not substitute the project manager without approval by the District. Also, list any key staff that will make up the project team.

E) **Similar Experience/References** – Describe similar projects that your firm has worked on that included electronic work order systems to manage and track all MTU exchanges, provide a list of prior water agency clients for the last three (3) years, and provide contact information for five (5) clients.

F) **Pricing** – Complete the Pricing table included as Exhibit A, based on a minimum MTU exchange rate of 600 per month. In addition, you may also provide a total cost estimate for exchanging up to 1,200 MTUs per month if a higher number of exchanges provides a reduction in total project costs. Project costs shall be based on (and not less than) the Department of Industrial Relations’ (DIR) special prevailing wage determination for the project scope of work, which is included as Exhibit B. Additionally, prior to commencing work the selected Contractor will be required to furnish a Payment Bond in accordance with the requirements and form included as Exhibit C and the costs thereof included in the Contractor’s pricing proposal.

G) **Compliance with California Labor Laws** - Certify that your firm is registered with the DIR prior to proposal submittal and that you will comply with all California Labor Laws as applicable to Public Works projects.
H) Exceptions to Contract Provisions/Minimum Insurance Requirements – The selected Contractor shall be required to sign an Agreement (Exhibit D) with the District. If you have exceptions to any of the Agreement provisions, briefly state the reason for each exception and provide proposed alternative language. Also, describe your ability to meet the District’s minimum insurance requirements as specified in Section 6 of the Agreement. The selected Contractor will be required to provide evidences of insurance prior to contract award.

I) Safety – Sign and notarize the District’s Affidavit of Safety Compliance included as Exhibit E and submit with your proposal. Please note that the selected Contractor must complete the attached Contractor Safety Operations Requirements included as Exhibit F (Parts A-D) prior to contract award by the District.

J) Non-Disclosure Agreement – The selected Contractor will be required to sign the Non-Disclosure Agreement included as Exhibit G. Certify that your firm, if selected, will sign the Non-Disclosure Agreement prior to contract award by the District.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be submitted to Shelley Flock, Conservation & Customer Service Field Manager, by 3:00 p.m. on April 17, 2019, to the following location:

Soquel Creek Water District
5180 Soquel Drive
Soquel, CA 95073

The Contractor must submit three (3) copies of the proposal in a sealed box or envelope clearly marked with the Contractor’s name and description “Proposal to Exchange MTUs for Soquel Creek Water District AMI Upgrade”. Faxed and electronic proposals will not be accepted.

The District reserves the right to reject any and all proposals and waive informalities in the proposal solicitation process at the District’s sole discretion.

This RFP and any future addenda will be available on the District’s website at www.soquelcreekwater.org. All questions regarding this RFP should be directed to Shelley Flock by email only at shelleyf@soquelcreekwater.org no later than 3:00 p.m., April 5, 2019.
CONTRACTOR SELECTION CRITERIA

All proposals must meet the formatting and content requirements described above and be submitted on time to be considered for evaluation. All proposals shall remain firm for ninety (90) days following the proposal submittal deadline. The District reserves the right to conduct personal interviews or require additional information from any of the Contractors prior to selection.

The District selection committee will evaluate all RFP submittals and create a ranking of the Contractors based on the following criteria:

- Experience with similar projects in size, scope and nature;
- Technical capabilities including an electronic work order system that is compatible with the District’s billing system;
- Ability to meet the District’s schedule; and
- Price/Cost (will be considered but will not be the sole determining factor).

In the event negotiations with the preferred Contractor are unsuccessful, the District reserves the right to enter into negotiations with the Contractor providing the next best suited proposal.

After successful negotiation of a mutually agreed upon Agreement (Exhibit D), District staff will make an award recommendation to the District’s Board of Directors who may select the recommended Contractor or may reject all proposals.

The selected Contractor shall be required to sign an Agreement with the District incorporating all legal requirements and provisions defined in this RFP and as negotiated. The Agreement shall be the governing document for the project.
REQUIRED
Please complete the pricing table below based on the following conditions:

- Approximately 15,500 (+/-500) Meter Transmission Units (MTUs) are to be exchanged within two years of the date in which a purchase order is issued.
- All parts and materials will be provided by the District.
- A minimum MTU exchange rate of 600 per month.
- Each bid item shall include costs for labor, travel, housing, food, etc. The District shall not pay extra for costs of living in the area during the project period.
- The Special Prevailing Wage Determination (Exhibit B) issued by DIR for this project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Type</th>
<th>Unit Cost</th>
<th>Total Cost (Quantity x Unit Cost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTU Exchange</td>
<td>Approx. 15,500 (+/-500)</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electronic Work Order System Interface Set-up &amp; Testing with Tyler Incode</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (define if applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>TOTAL COST</strong></td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>
OPTIONAL
Please complete the pricing table below if you are interested in proposing to complete more than 600 MTU exchanges per month, up to a maximum of 1,200 MTU exchanges/month. All other conditions identified above in the Required Pricing Table (e.g. approximately 15,500 (+/-500) MTU’s are to be exchanged, all parts & materials will be provided by the District, etc.) apply.

Please note that, regardless of the quantity of MTU exchanges proposed per month, all quality standards must continue to be met.

Indicate alternate rate of MTU exchanges: ________________MTU exchanges/month

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
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<th>Total Cost (Quantity x Unit Cost)</th>
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<tr>
<td>Other (define if applicable)</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
DATE: March 6, 2019  
TO: Shelley Flock  
Soquel Creek Water District  
shelleyf@soquelcreekwater.org  
FROM: Melanie Wo, Research Data Analyst  
SUBJECT: Special Prevailing Wage Determination for Water Meter Technician  
Project – Advanced Metering Installation (AMI) Project  
County – Santa Cruz  
PAGES (Including Attachment): 3

In response to a request received from the Soquel Creek Water District on January 16, 2019, we have enclosed the Director's Special Prevailing Wage Determination S-2019-2 for the aforementioned project within Santa Cruz County. Please note that this determination applies only to the project for which it was requested. This determination is being issued based upon the information provided which indicates that the contract for this project has not been let or signed. If the contract is not signed and work is not scheduled to begin within twelve (12) months, please contact the Office of the Director - Research Unit for updated special determinations.

In the absence of a special prevailing wage determination, the awarding body should refer to the Director's General Prevailing Wage Determinations. In addition, please note that any extension or renewal of this contract will require the issuance of either a new special prevailing wage determination or the use of the general prevailing wage determinations in effect on the date the contract is extended or renewed.

We hope this addresses your concerns in this matter. If you have further questions, please contact the Office of the Director Research Unit at (415) 703-4774. You may also visit our website at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm to obtain current prevailing wage information.
PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

Issue Date: March 6, 2019
Craft: Meter Technician

Determination: S-2019-2
Reference: 61-1245-50

Project: This prevailing wage determination is being issued pursuant to a request received on
January 16, 2019 from Soquel Creek Water District for an Advanced Metering Infrastructure
project in Santa Cruz County. This wage determination applies only to the project for which it
was requested. If this contract is modified or extended, a new determination will be required.

Wage Rates:

<table>
<thead>
<tr>
<th>Classification(s)</th>
<th>Basic Straight-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Technician Level I (0-12 Months)</strong></td>
<td><strong>Hourly Rate</strong></td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$6.00 per hour worked</td>
</tr>
<tr>
<td>Vacation/Holiday</td>
<td>$0.86 per hour worked</td>
</tr>
<tr>
<td><strong>Meter Technician Level II (12-24 Months)</strong></td>
<td><strong>Hourly Rate</strong></td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$6.00 per hour worked</td>
</tr>
<tr>
<td>Vacation/Holiday</td>
<td>$1.68 per hour worked</td>
</tr>
<tr>
<td><strong>Meter Technician Level III (Over 24 Months)</strong></td>
<td><strong>Hourly Rate</strong></td>
</tr>
<tr>
<td>Health &amp; Welfare</td>
<td>$6.00 per hour worked</td>
</tr>
<tr>
<td>Vacation/Holiday</td>
<td>$3.06 per hour worked</td>
</tr>
</tbody>
</table>

Employer Payments: (Labor Code Section 1773.1)

| **Meter Technician Level I (0-12 Months)**                      |
| Health & Welfare                                               | $6.00 per hour worked|
| Vacation/Holiday                                                | $0.86 per hour worked|

| **Meter Technician Level II (12-24 Months)**                   |
| Health & Welfare                                               | $6.00 per hour worked|
| Vacation/Holiday                                                | $1.68 per hour worked|

| **Meter Technician Level III (Over 24 Months)**                 |
| Health & Welfare                                               | $6.00 per hour worked|
| Vacation/Holiday                                                | $3.06 per hour worked|

Straight Time hours:
Eight (8) hours per day, five (5) consecutive days, Monday through Saturday, consisting of forty
(40) hours per week.

Overtime: One and one-half times (1 1/2X) the basic straight-time hourly rate is paid for work in excess of
eight (8) hours per day, or forty (40) hours any one week. In the event employees are unable to
work due to inclement weather conditions, holiday observance, or other circumstances beyond
the control of the employer, Saturday may be used as a make-up day and paid at the straight time
hourly rate if time lost of five (5) hours or more was incurred. Double (2X) the basic-straight time
hourly rate is paid for all hours worked on Sundays and Holidays.

Recognized Holidays:
New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day,
Day after Thanksgiving, and Christmas Day.

Travel and 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. Travel and/or subsistence
requirements for each craft, classification or type of worker may be obtained from the Prevailing
Wage Unit at (415) 703-4774.

* Based on length of service with the employer.
**Predetermined Increases**

Effective January 1, 2020

- **Meter Technician Level I (0-12 Months):** $0.55 to Basic Hourly Rate, $0.01 to Vacation/Holiday and $0.25 to Health and Welfare
- **Meter Technician Level II (12-24 Months):** $0.65 to Basic Hourly Rate, $0.03 to Vacation/Holiday and $0.25 to Health and Welfare
- **Meter Technician Level III (Over 24 Months):** $0.85 to Basic Hourly Rate, $0.05 to Vacation/Holiday and $0.25 to Health and Welfare

There are no further increases applicable to this determination
KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, has awarded to

hereinafter designated as “Principal:, a Contract for construction of:

(Water Meter Transmission Unit Exchange Project; CWO#18-491)

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams 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, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and ____________________________, as Surety, are held and firmly bound unto the Soquel Creek Water District in the penal sum _________________________________ Dollars, ($__________), lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, 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 said Principal, its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams 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, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any 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 as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 3247 to 3252, inclusive, and all amendments thereto.
And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to 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, and stipulates and agrees that no such change, extension of time or alteration or addition 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 Contract Documents.

In the event the Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ___ day of ___________________________ 20__, 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.

ATTEST:

_________________________________________  _____________________________
Principal Secretary                             Principal
(SEAL)                                           By ___________________________

_________________________________________
Witness as to Principal

_________________________________________
Address

_________________________________________
Address

_________________________________________
Surety

_________________________________________
Address

_________________________________________
Address

_________________________________________
Telephone

_________________________________________
Attorney-in-Fact

_________________________________________
Address

If Contractor is partnership, all partners must execute BOND.
The signature of the Surety on this bond must be acknowledged before a Notary Public.

*** END OF SECTION ***
EXHIBIT D
AGREEMENT
THIS AGREEMENT, made and entered into this _____ day of ______________, ________, by and between the Soquel Creek Water District (District), a public agency, and ADD CONTRACTOR NAME (Contractor), License No. ADD LICENSE NO., for the services identified hereafter as:

WATER METER TRANSMISSION UNIT EXCHANGE PROJECT
SOQUEL CREEK WATER DISTRICT SERVICE AREA

W I T N E S S E T H:

WHEREAS, Contractor agrees that it shall perform the contract in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

SECTION I – GENERAL CONDITIONS

1. DESCRIPTION OF WORK. The Work includes exchanging approximately 15,500 (+/-500) water meter transmission units (MTUs) in support of the District’s metering system upgrade from Automated Meter Reading (AMR) to Automated Metering Infrastructure (AMI). The Contractor’s proposed scope of work is included as Attachment 1.

2. PERFORMANCE OF WORK. Unless otherwise specified, the Contractor shall provide all necessary labor, supervision, services, materials, supplies, tools and equipment to complete the work described in the provisions of the Agreement and attachments thereto, including all pertinent Sections of said documents (collectively, “Contract Documents”) all of which are incorporated by this reference. All work shall be subject to the approval of the District or its authorized representative. Work shall be done in the best workmanship manner, conforming strictly to the provisions of the Contract Documents. The Contractor shall execute the work so as to minimize shutdowns, if any, of the District’s operations. Any such shutdowns shall be scheduled with and approved by the District. The Contractor shall continuously keep the premises free from accumulations of waste material and rubbish resulting from construction operations. Prior to Project completion, all surplus material shall be removed and the premises cleaned to the District’s satisfaction. Where required, Contractor shall provide traffic control as deemed necessary by the political entity having jurisdiction over the project area.

3. TIME OF COMPLETION. Time is of the essence. The contract Time of Completion shall be within two (2) years following the issuance of a District purchase order. Failure to complete the project within this specified time period may result in liquidated damages per District Standards and Specifications.

4. PRICE AND PAYMENT. The price for performing all Work shall be in accordance with the Contract Documents and include all labor, equipment, tools, consumables, subcontractors, software services, travel, lodging, expenses, taxes and any other costs associated in the performance of the Work. Payment by the District shall in no way mean or be construed as approval of the work performed by the Contractor. Contractor’s fees shall be payable on monthly statements. In addition
to providing the information required below under Section 12 (California Wage Rates), such statements shall indicate the number of MTUs exchanged within the invoice period. The terms of payment shall be 30 days from date of invoice. Upon request, the Contractor shall provide, prior to final payment, an affidavit that all bills for labor and subcontracted work incorporated into the Project have been paid and shall submit a certificate relinquishing any and all claims or right of lien or stop notices related to this Project.

5. **INDEMNIFICATION.** To the extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys’ fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers. Such indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress.

6. **INSURANCE REQUIREMENTS.**

**Coverage** - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

b) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

c) Worker's Compensation Insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance. The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to worker's compensation insurance, all their employees working on or about the project site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

**Limits** - The Contractor shall maintain limits no less than the following:

a) General Liability - Two million dollars ($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 or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

c) Worker's Compensation Insurance – The Contractor shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. Waiver of Subrogation: The insurer(s) agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents,
authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Contractor for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a) The District, its directors, officers, employees, and authorized volunteers are to be given insured status [at least as broad as ISO endorsement CG 2010 (editions 11-85 or 10-01), CG 2033, or insurer's equivalent for general liability coverage] as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and 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, its directors, officers, employees, or authorized volunteers.

b) For any claims related to this project, the Contractor's insurance shall be primary insurance at least as broad as ISO CC 2010 04 13 as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.

c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.

d) 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.

e) Each insurance policy required by this agreement shall state, or be endorsed to state, that the insurance carrier or the Contractor shall not cancel coverage, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

f) Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

g) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.

h) The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

i) All of the insurance shall be provided on policy forms and through companies satisfactory to the District.
Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Soquel Creek Water District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent and admitted in California or as otherwise approved by the District.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor’s responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Evidences of Insurance - Prior to contract award, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions a – i.

The Contractor shall, upon demand of the District, deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement the District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

7. CONTRACTOR’S LICENSE. Contractor specifically certifies that it possesses and will maintain for the duration of the project a California Contractors License (e.g., Class “A” (General Engineering), Class “C-36” (Plumbing Contractor), etc.) appropriate for the type of work to be completed. Upon the District’s request, the Contractor shall immediately provide a certified copy of the Contractor's license.

8. SAFETY. The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall conform to all Federal, State, and local safety laws, ordinances, codes, and regulations. When needed, safety cones shall be placed in the curb and pedestrian walkway to alert passerby of on-going work. All safety equipment, including sheeting and shoring, shall be the Contractor's responsibility. These requirements shall apply continuously, and not be limited to normal working hours.

9. SUPERVISION AND CONSTRUCTION PROCEDURES. The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the work under the contract, including the relations of the various trades to the progress of the work, in accordance with the provisions of the contract documents. The Contractor shall be responsible to the District for the acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the work under a contract with the Contractor. The Contractor is an independent contractor and nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the District.
10. **PROTECTION OF WORK AND PROPERTY.** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the District’s property from injury or loss arising in connection with this contract. He/She shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the District, and he shall adequately protect adjacent property. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall protect from damage all existing improvements and utilities (a) at or near the work site and (b) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the District may have the necessary work performed and withhold payment or charge the cost to the Contractor. Contractor shall have the charge and care thereof and shall bear risk of injury of damage to any part of the work by action of the elements, or from any other cause, except injury or damage caused by the District, through and until formal acceptance of the work by the District.

11. **COMPLIANCE WITH LAW.** In the performance of this Contract, the Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of California.

12. **CALIFORNIA WAGE REQUIREMENTS.** This is a public works project which exceeds one thousand dollars ($1,000); thus, the following is required.

    **Prevailing Wage** - The Contractor agrees to pay all employees, workers, mechanics and laborers on this Project a salary or wage no less than the general prevailing wage or per diem wages. In accordance with the provisions of the California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the Work is to be performed. As it was not clear which per diem wage classification(s) applied to this project, the District requested a Special Wage Rate Determination from the DIR which is included as Attachment 2 of this Contract. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Work.

    **Certified Payrolls and Labor Compliance** - Contractor shall provide certified payroll records electronically to the Division of Labor Standards Enforcement as required and in accordance with Labor Code 1776 (SRF Projects) and to the District along with each invoice/request for payment.

    All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the DIR, and that the classifications set forth for each employee conform with the work performed. All such payroll records and compliance forms required hereunder shall be maintained by Contractor for a period of no less than three (3) years after the completion of the Work.

    The Contractor is responsible for its and its subcontractors’ compliance with the provisions of Section 1776 of the Labor Code.

    **Apprentices** - The Contractor shall comply with Labor Code Section 1777.5 regarding employment of apprentices on public works.
13. **PERMITS AND LICENSES.** The Contractor shall give all notices and shall procure, pay for and abide by all permits and licenses that may be required to commence, execute and complete the work.

14. **SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.** The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, water table, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District.

15. **MATERIAL AND WORKMANSHIP.** The Contractor shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the District.

16. **DEFECTIVE WORK.** All defective work shall be promptly removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed in such manner as the District may direct. All workmanship of whatever description shall be subjected to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. The decision of the District is final and conclusive upon the parties. The District shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause. If the Contractor does not promptly replace or correct rejected work, the District may either by contract or otherwise, replace or correct the work and deduct the amount to perform the work from the payment due the Contractor; or terminate for default the Contractor's right to proceed.

17. **CHANGES.** The District shall have the right to make changes as to the nature and extent of the work required by this Agreement by means of a written directive to the Contractor. In accordance with California Public Contract Code Division 2, Part 1, Chapter 7, Section 7104, the Contractor shall notify the District immediately and in writing prior to disturbing unforeseen conditions that the Contractor believes may be a hazardous waste or other conditions that necessitate an adjustment to price or Project completion time. Unforeseen conditions may include: the need for handling and disposal of hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site; subsurface or latent physical conditions differing from those indicated; or unusual site conditions that differ significantly from those normally recognized as inherent in work of the character described in this order. Following notification, the District will promptly investigate conditions. If the District finds that conditions materially differ or involve hazardous waste that cause a difference in Contractor's cost, completion time, or performance, the District and Contractor shall negotiate an adjustment (Change Order) to the contract price. Failure to agree upon an adjustment shall not excuse the Contractor from its performance of the work hereunder, as changed by the District. Resolution of construction claims shall be in accordance with California Public Contract Code Article 1.5. Section 20104.
18. **AUDIT.** The District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to the District. The Contractor shall make available at its office at all reasonable times the materials described above, for examination, audit, or reproduction, until 4 years after final payment under this contract.

19. **BOND REQUIREMENTS.** In accordance with California Civil Code Section 9550, the Contractor shall furnish a Payment Bond before commencement of work. The Bonding Surety Company must be admitted in California or as otherwise approved by the District and must have a minimum rating of A:VII with A.M. Best. The Payment Bond shall be furnished in accordance with the requirements and form included as Attachment 3 of this Agreement.

20. **SUSPENSION OF WORK.** The District may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the District determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for any unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the District in the administration of this contract, or (2) by the District’s failure to act within the time specified in this contract (or within a reasonable time if not specified), the Contractor will provide notice according to this clause. Any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, will result in the contract being modified in writing accordingly by Change Order. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which a change order is provided for or excluded under any other term or condition of this contract. The District may stop work in accordance with the safety and health clause and non-compliance clause of this contract for no additional cost or time.

21. **GUARANTY.** The Contractor guarantees for a period of two (2) years from the date of each MTU exchange that all work performed hereunder shall be free from defects of workmanship. The Contractor agrees to indemnify the District against all losses or damages arising during such period out of or in connection with any such defect(s) and agrees, on notice from the District, to promptly remedy any such defect(s) at the Contractor’s sole expense. The District may require that the work be done by another party at the Contractor’s expense if the Contractor fails to take prompt remedial actions after receipt of notice.

22. **WAIVER.** A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

23. **TERMINATION.** The District may terminate this Agreement wholly or in part without prejudice to any other remedy after two (2) days’ written notice to the Contractor if the Contractor fails to make progress so as to insure completion of a Project by the completion date specified herein, fails to comply with any provision of this Agreement or becomes insolvent or commits an act of bankruptcy. The District may perform the terminated portion of the work or may have the same performed by another party at the Contractor’s expense.

24. **ENTIRE AGREEMENT AND ASSIGNMENT.** The Contractor shall not assign this Agreement or any of its obligations or any sum due or to become due under this Agreement without prior written approval of the District nor shall the Contractor subcontract any of the work hereunder without such
approval. This Agreement and all other of the Contract Documents constitute the entire agreement between the District and the Contractor, superseding any previous agreement or understanding. This Agreement shall be construed neither for nor against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties. Should any inconsistency occur between the Contractor's proposal or any terms and conditions submitted with the proposal, or in any other form submitted by the Contractor, this Agreement and all of the other Contract Documents shall prevail. Performance of any part of the work hereunder constitutes acceptance of all terms and conditions of this Agreement and all of the other Contract Documents, irrespective of whether or not the Contractor has expressly acknowledged such terms and conditions. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

SECTION II – SPECIAL PROVISIONS

1. COUNTY/CITY REQUIREMENTS. The District has secured Blanket County of Santa Cruz/City of Capitola Encroachment Permits for installation of service connections and maintenance of District facilities located or installed in County/City-maintained roads (Attachment 4). The Contractor shall review said permits prior to construction and shall comply with all requirements as stated in the permits. The Contractor shall comply with the General Provisions of the Encroachment Permits. The District shall pay all fees associated with necessary permits for this project. The Contractor is advised that the County/City may not permit the closure of any County/City-maintained road. All roads included in the project are subject to remaining open. The Contractor shall include all costs associated with maintaining roads open to traffic in the contract unit or lump sum prices for other items of work. The District will not consider any additional compensation.

2. TRAFFIC CONTROL. While it is anticipated that the work performed for this project may only require a roadway lane closure in a few limited instances, the Contractor shall implement a traffic control plan in general conformance with the provisions of Standard Plan No. T12, “Traffic Control System for Lane Closure on Multilane Conventional Highways” and/or Standard Plan No. T13, “Traffic Control System for Lane Closure on Two Lane Conventional Highways” of the Cal-Trans Standard Plans. If so required, the Contractor shall provide flaggers that are trained in the proper fundamentals of flagging moving traffic as per CAL/OSHA Construction Safety Orders, Section 1599(f).
IN WITNESS WHEREOF, the parties hereto have executed this _____ day of ______________, ________.

CONTRACTOR

________________________________________
(Type or print Contractor’s Name)

Signed By: __________________________________
(Type or Print Name)

Title: _______________________________________
(Type or Print Title)

SOQUEL CREEK WATER DISTRICT

Signed By:

________________________________________
Ron Duncan
General Manager

ATTEST:

By: _______________________________________

*** END OF SECTION
Attachment 1

CONTRACTOR’S PROPOSED SCOPE OF WORK AND FEE
DATE: March 6, 2019
TO: Shelley Flock
    Soquel Creek Water District
    shelleyf@soquelcreekwater.org
FROM: Melanie Wo, Research Data Analyst
SUBJECT: Special Prevailing Wage Determination for Water Meter Technician
    Project – Advanced Metering Installation (AMI) Project
    County – Santa Cruz
PAGES (Including Attachment): 3

MESSAGE

In response to a request received from the Soquel Creek Water District on January 16, 2019, we have enclosed the Director's Special Prevailing Wage Determination S-2019-2 for the aforementioned project within Santa Cruz County. Please note that this determination applies only to the project for which it was requested. This determination is being issued based upon the information provided which indicates that the contract for this project has not been let or signed. If the contract is not signed and work is not scheduled to begin within twelve (12) months, please contact the Office of the Director - Research Unit for updated special determinations.

In the absence of a special prevailing wage determination, the awarding body should refer to the Director's General Prevailing Wage Determinations. In addition, please note that any extension or renewal of this contract will require the issuance of either a new special prevailing wage determination or the use of the general prevailing wage determinations in effect on the date the contract is extended or renewed.

We hope this addresses your concerns in this matter. If you have further questions, please contact the Office of the Director Research Unit at (415) 703-4774. You may also visit our website at http://www.dir.ca.gov/oprl/DPreWageDetermination.htm to obtain current prevailing wage information.
PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1

Issue Date: March 6, 2019
Craft: Meter Technician
Project: This prevailing wage determination is being issued pursuant to a request received on January 16, 2019 from Soquel Creek Water District for an Advanced Metering Infrastructure project in Santa Cruz County. This wage determination applies only to the project for which it was requested. If this contract is modified or extended, a new determination will be required.

Wage Rates:

<table>
<thead>
<tr>
<th>Classification(s)</th>
<th>Basic Straight-Time Hourly Rate</th>
</tr>
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<tbody>
<tr>
<td>Meter Technician Level I (0-12 Months)*</td>
<td>$27.80**</td>
</tr>
<tr>
<td>Meter Technician Level II (12-24 Months)*</td>
<td>$33.05**</td>
</tr>
<tr>
<td>Meter Technician Level III (Over 24 Months)</td>
<td>$43.17**</td>
</tr>
</tbody>
</table>

Employer Payments: (Labor Code Section 1773.1)

**Meter Technician Level I (0-12 Months)**
- Health & Welfare: $6.00 per hour worked
- Vacation/Holiday: $0.86 per hour worked

**Meter Technician Level II (12-24 Months)**
- Health & Welfare: $6.00 per hour worked
- Vacation/Holiday: $1.68 per hour worked

**Meter Technician Level III (Over 24 Months)**
- Health & Welfare: $6.00 per hour worked
- Vacation/Holiday: $3.06 per hour worked

Straight Time hours:

Eight (8) hours per day, five (5) consecutive days, Monday through Saturday, consisting of forty (40) hours per week.

Overtime:

One and one-half times (1½X) the basic straight-time hourly rate is paid for work in excess of eight (8) hours per day, or forty (40) hours any one week. In the event employees are unable to work due to inclement weather conditions, holiday observance, or other circumstances beyond the control of the employer, Saturday may be used as a make-up day and paid at the straight time hourly rate if time lost of five (5) hours or more was incurred. Double (2X) the basic-straight time hourly rate is paid for all hours worked on Sundays and Holidays.

Recognized Holidays:


Travel and 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

* Based on length of service with the employer.
** Predetermined Increases

Effective January 1, 2020

Meter Technician Level I (0-12 Months): $0.55 to Basic Hourly Rate, $0.01 to Vacation/Holiday and $0.25 to Health and Welfare

Meter Technician Level II (12-24 Months): $0.65 to Basic Hourly Rate, $0.03 to Vacation/Holiday and $0.25 to Health and Welfare

Meter Technician Level III (Over 24 Months): $0.85 to Basic Hourly Rate, $0.05 to Vacation/Holiday and $0.25 to Health and Welfare

There are no further increases applicable to this determination
KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Soquel Creek Water District, a public entity of, Santa Cruz County, State of California, has awarded to

hereinafter designated as "Principal:, a Contract for construction of:

(Water Meter Transmission Unit Exchange Project; CWO#18-491)

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams 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, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and ________________________________________,
as Surety, are held and firmly bound unto the Soquel Creek Water District in the penal sum ________________________________ Dollars, ($ ___________), lawful money of the United States, being not less than one hundred (100) percent of the Contract Amount, 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 said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams 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, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any 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 as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 3247 to 3252, inclusive, and all amendments thereto.
And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to 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, and stipulates and agrees that no such change, extension of time or alteration or addition 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 Contract Documents.

In the event the Owner, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Owner, or its successors or assigns, a reasonable sum on account of attorney’s fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of __________________________ 20__, 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.

ATTEST:

Principal Secretary                                      Principal
(SEAL)                                             By ____________________________

Witness as to Principal                                   Address

Address                                                   Surety

Witness to Surety                                        Address

Address                                                   Telephone

Attorney-in-Fact                                          Address

If Contractor is partnership, all partners must execute BOND.
The signature of the Surety on this bond must be acknowledged before a Notary Public.

*** END OF SECTION ***
**ENCROACHMENT PERMIT**

<table>
<thead>
<tr>
<th>TO:</th>
<th>Permittee Name</th>
<th>Date Issued</th>
<th>License No.</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permittee Name</td>
<td>Soquel Creek Water District</td>
<td>1/1/2019</td>
<td>P.O. Box 1550</td>
<td>Service Connections and Ordinary Maintenance</td>
<td>$4,642.00</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Capitola, CA 95010</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>(831) 475-8500</td>
<td></td>
<td></td>
<td>Various</td>
<td></td>
</tr>
<tr>
<td>Building Permit No.</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APN</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor</td>
<td>n/a</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Pursuant to Santa Cruz County Code Chapter 9.70 Street and Roads and subject to existing ordinances, and to all the terms, conditions, and restrictions written below or printed as general or special provisions on any part of this form and/or attached hereto, PERMISSION IS HEREBY GRANTED TO:

**Encroachment Blanket Permit:** For the installation of service connections and for ordinary maintenance of facilities located or installed in County maintained road, PER ATTACHED CONDITIONS. Traffic control plans shall be submitted for work performed on arterial and collector streets. Work hours 8:30 a.m.-4:30 p.m., unless noted differently by DPW Traffic Engineer. For each 10-minute interval or fraction thereof past the time specified to reopen the lane closure, County of Santa Cruz Dept. of Public Works will charge $100 per interval, payable from permittee. The permittee is required to contact the Co. 48 hours prior to any work performed under this permit. Any work scheduled on newly paved roads (less than 3 years) requires a separate encroachment permit. Permit is good for work in the County road right-of-way only.

(Attach two sets of plans or sketches if applicable)

PLEASE READ THIS PERMIT CAREFULLY. Keep it at the work site. To arrange for an inspection, phone 454-2160 at least 48 hours prior to construction. Your attention is directed to the General Provisions attached herewith. This permit shall be void unless the work herein contemplated shall have been completed by: **12/31/2019**

Accepting this permit or starting work hereunder shall constitute acceptance and agreement to all the conditions and requirements of this permit.

Signature of Permittee

By:

Permittee or Authorized Agent

THIS PERMIT BECOMES VALID WHEN BOTH PARTIES HAVE SIGNED

Page 41 of 52

WORK COMPLETED: Date: By:
1. **Definition:** This permit is issued pursuant to Chapter 9.70 of the Santa Cruz County Streets and Roads Code. The term "encroachment" is used in this permit as defined in said chapter 9.70 of the said Code, except as otherwise provided for public agencies and franchise holders. This permit is revocable on five days' notice.

2. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.

3. **No precedent established:** This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency permitting certain kinds of encroachment to be reckoned within right of way of County highways.

4. **Notice prior to starting work:** Before starting work, the permittee shall notify the Director of Public Works or other designated employee. Such notice shall be given at least 48 hours in advance of the date work is to begin. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the grantor's inspector.

5. **Keep permit on work:** The permit shall be kept at the site of the work and must be shown to any representative of the granting officer or any law enforcement officer on demand.

6. **Permits from other agencies:** The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order of consent of any work hereunder from the Public Utilities Commission of the State of California or any other public body having jurisdiction and this permit shall be suspended in operation until such order of consent is obtained.

7. **Protection of traffic:** Adequate provisions shall be made for the protection of the traveling public. Barricades shall be placed with amber lights at night; also, flagmen employed. All of this may be required by the grantor for the particular work in progress. Warning signs, lights, and devices shall be placed in conformance with the requirements of the State of California, Department of Public Works.

8. **Minimum interference with traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted. One lane shall remain open to the traveling public at all times. Road closures are not allowed, except with special permission from the Director of Public Works.

9. **Storage of material:** No material shall be stored within two feet of the edge of the pavement or traveled way or within the shoulder line where the shoulders are wider than five feet. No supplies or equipment shall be stored on the highway until permittee is ready to start work.

10. **Cleanup right of way:** Upon completion of the work, all brush, timber, scraps, and material shall be entirely removed and the right of way left in as presentable condition as before work started.

11. **All construction shall conform with the current edition of the California Division of Highways standard plans and specification, and the design criteria of the County of Santa Cruz. In case of conflict, the conditions of this permit will take precedence over standard specifications.

12. **Trench Safety:** A trench is not a permit and is NOT IMPLIED with this permit. For current Codes and Regulations contact: CAL/Osha (408) 452-7288 and for utility locations contact: USA Underground Service Alert 1-800-227-2600.

13. **Future moving of installation:** It is understood by the permittee that whenever construction, reconstruction, or maintenance work on the highway may require, the installation provided herein shall, upon request of the grantor, be removed or revised at the sole expense of the permittee within five days of such notice.

14. **Liability for damages:** The permittee is responsible and liable for personal injury or property damage which may arise out of the work herein permitted or which may arise out of failure on permittee's part to perform their obligation under this permit in respect to maintenance. If any claim for such injury or damage is made against the County of Santa Cruz or any department, officer, or employee thereof, permittee shall defend, indemnify, and hold them and each of them harmless from such claim.

15. **Care of drainage:** If the work herein contemplated shall interfere with established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the grantor.

16. **Maintenance:** The permittee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachments placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

17. **Test results:** Upon demand, the permittee shall provide the Director of Public Works with the results of tests showing that the compaction requirements have been complied with. Compliance shall be certified by a materials testing laboratory with local experience and said laboratory shall be acceptable to the Director of Public Works.

18. **Pavement replacement:** Any paved portion of County highway which is removed or damaged shall be replaced with a minimum replacement of 0.75 foot of Class II aggregate base and 0.25 foot of Type B asphalt concrete. Where the existing structural section is greater than the replacement requirement, the structural section removed shall be replaced in kind. Prior to repaving the existing pavement shall be cut on a straight line to give a vertical face to pave against.

19. **Damages to roads:** Permittee agrees to repair in a manner satisfactory to the County of Santa Cruz any damages to the roads in the project area result from this work.

20. **Trimming or removing trees:** Trimming of trees will be permitted only in the manner authorized by permit. Trimming of trees required for overhead utility clearance may be performed without a permit. Attention is directed to the Tree Policy approved by the Board of Supervisors.

21. **If the provisions of this permit are not complied with, the County reserves the right to do any and all work necessary to bring the road into a safe condition. The costs of this work will be charged to the permittee. The County will give a reasonable notice of its intentions to make such repairs.
City of Capitola Public Works Department  
420 Capitola Avenue • Capitola • 95010  
831.475.7300 | capitoladpw@ci.capitola.ca.us

2019 Blanket Encroachment Permit  
Soquel Creek Water District

Any person, firm or corporation encroaching into the public right-of-way, or water course to do work, store materials, erect or place any structure is required to obtain an Encroachment Permit per Capitola Municipal Code Section 12.56.

Contractor shall email Capitola Public Works Department at: capitoladpw@ci.capitola.ca.us a minimum of 48 hours in advance of any work scheduled for repair or maintenance. The notice shall include the job location, work schedule, description of work, traffic control plan, name of contractor, 24-hour contact name and emergency phone contact.

<table>
<thead>
<tr>
<th>Job Address:</th>
<th>Citywide</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Work:</td>
<td>Utility work for emergency work, repairs and maintenance to existing facilities. New facilities are not included under this permit and require a separate city encroachment permit.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name:</th>
<th>Michael Wilson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:michaelw@soquelcreekwater.org">michaelw@soquelcreekwater.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone – Office</th>
<th>Phone – Cell</th>
<th>Phone - 24-hour Emergency</th>
</tr>
</thead>
<tbody>
<tr>
<td>831.475.8501 x122</td>
<td>831.706.6216</td>
<td>831.475.8501</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Permit Number:</th>
<th>#19-05</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Approval:</td>
<td>Danielle Uhriherret</td>
</tr>
<tr>
<td>Date:</td>
<td>12/31/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Permit Conditions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. This 2019 Blanket Encroachment Permit is for the purpose of utility work for repairs and maintenance to existing facilities, and emergency work. New facilities are not included under this permit and will require a separate city encroachment permit.</td>
</tr>
<tr>
<td>2. permitted work hours are Monday – Friday, 8:00 a.m. – 5:00 p.m. Work shall be prohibited on weekends and holidays except for emergency work approved by the Public Works Director (City Engineer).</td>
</tr>
<tr>
<td>3. Soquel Creek Water District and its contractors shall provide 48 hours advanced notice, unless otherwise specified, to the City of Capitola Public Works Department of any work scheduled for repair or maintenance. The notice shall include the job location, a brief description of work, and a 24-hour emergency phone contact.</td>
</tr>
<tr>
<td>4. The City of Capitola Standard Details are attached by reference to this permit.</td>
</tr>
<tr>
<td>5. Permit valid 1/1/2019 – 12/31/2019</td>
</tr>
</tbody>
</table>
AFFIDAVIT OF SAFETY COMPLIANCE
(To Accompany Proposal)

Soquel Creek Water District
Water Meter Transmission Unit Exchange Project

The Contractor agrees that for purposes of California Labor Code Section 6400 and related provisions of law the Contractor, the Contractor's privities and any other entities acting pursuant to this Contract will be “employers” responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities acting pursuant to this Contract and that the Soquel Creek Water District (District) will not be responsible for having hazards corrected and/or removed at the location where the work under the Contract is to be performed.

The Contractor hereby acknowledges the Contractor's safety obligations at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor’s activities, to prevent accidents and injuries, and to prevent property damage. Therefore, the Contractor is fully responsible for and shall be in compliance with all of the most current safety, health and environmental regulations (federal, state and local). Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor’s Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply with and will satisfy these requirements. The Contractor also certifies that each Subcontractor at any tier and other parties engaged in the performance of work on the Project worksite will also comply with and will satisfy these requirements.

The selected Contractor must complete and submit Parts A, B, C and D of the attached Contractor Safety Operations Requirements prior to Award by the District. The completed forms shall be submitted for the District’s review with the Contractor’s Safety Program prior to award of contract on the Project. The Contractor certifies that it can furnish satisfactory evidence of compliance with the elements identified in the attached Contractor Safety Operations Requirements and the Contractor’s Safety Program. The Contractor further acknowledges that its Subcontractors at any tier will provide all Safety Compliance documents to Contractor prior to commencing work at the site.

Executed On: ______________________, _____

_________________________________________  Name of Proposer

_________________________________________  Name(Print)

_________________________________________  Title

Attach a Certificate of Acknowledgement for the Notary to the Affidavit.
CERTIFICATE OF ACKNOWLEDGMENT

State of California } ss
County of } ss

On _______________________ before me _______________________,

a Notary Public, personally appeared ____________________________

___________________________________________________________

Name(s) of Signer(s)

who proved to me on basis of satisfactory evidence to be the person(s) whose names(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 signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

___________________________________________________________

Signature of Notary
CONTRACTOR SAFETY OPERATIONS REQUIREMENTS
(To be submitted with Contractor’s Safety Program prior to commencing work)

PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to this project, please make note of this in the “Comments” column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request, at no additional charge to the District.

<table>
<thead>
<tr>
<th>Program</th>
<th>Do you have a written program?</th>
<th>Program meets Cal/OSHA Criteria</th>
<th>Sub will provide</th>
<th>Have project employees been trained?</th>
<th>Is the training documented?</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>YES Injury and Illness Prevention</td>
<td></td>
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<tr>
<td>YES Hazard Communication</td>
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<tr>
<td>NO Confined Space Operations</td>
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<tr>
<td>NO Respiratory Protection</td>
<td></td>
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<tr>
<td>YES Emergency Response</td>
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<tr>
<td>NO Hearing Conservation</td>
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<tr>
<td>NO Lockout/Tagout</td>
<td></td>
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<td></td>
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<tr>
<td>YES New Employee Orientation</td>
<td></td>
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<tr>
<td>NO Excavation Safety</td>
<td></td>
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<tr>
<td>YES Code of Safe Practices</td>
<td></td>
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<tr>
<td>YES Personal Protective Equipment (PPE)</td>
<td></td>
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<tr>
<td>YES Drugs/Alcohol</td>
<td></td>
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<tr>
<td>YES Traffic Control Safety</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>NO Fall Prevention Plan (1)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 If conventional fall protection measures cannot be used.
**PART B - Safety Equipment** - Identify what safety equipment will be available and used for this project.

<table>
<thead>
<tr>
<th>Type</th>
<th>Description/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Gas detectors</td>
<td></td>
</tr>
<tr>
<td>[ ] Ventilation equipment</td>
<td></td>
</tr>
<tr>
<td>[ ] Approved harnesses and lanyards</td>
<td></td>
</tr>
<tr>
<td>[ ] Mechanical hoists</td>
<td></td>
</tr>
<tr>
<td>[ ] Fire extinguishers</td>
<td></td>
</tr>
<tr>
<td>[ ] First aid kits</td>
<td></td>
</tr>
<tr>
<td>[ ] Respirators</td>
<td></td>
</tr>
<tr>
<td>[ ] Hard hats</td>
<td></td>
</tr>
<tr>
<td>[ ] Hearing protectors</td>
<td></td>
</tr>
<tr>
<td>[ ] Safety goggles</td>
<td></td>
</tr>
<tr>
<td>[ ] Steel toed footwear</td>
<td></td>
</tr>
<tr>
<td>[ ] Hand protection</td>
<td></td>
</tr>
<tr>
<td>[ ] Fall protection</td>
<td></td>
</tr>
<tr>
<td>[ ] Confined Space Rescue Equipment</td>
<td></td>
</tr>
</tbody>
</table>

**PART C - Specialized Training and Certification** - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] CPR/first aid</td>
<td>Confined space operations and rescue</td>
</tr>
<tr>
<td>[ ] Fork lift operation</td>
<td>[ ] Respirators [ ] Air-Supplying [ ] Air-Purifying</td>
</tr>
<tr>
<td>[ ] Cranes/hoists operation</td>
<td>Trenching and shoring competent person</td>
</tr>
<tr>
<td>[ ] Heavy equipment operation</td>
<td>Welding</td>
</tr>
<tr>
<td>[ ] Powder-actuated tools use</td>
<td>Asbestos abatement</td>
</tr>
</tbody>
</table>
PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

________________________________________________________________________________________

2. Who will be responsible for conducting and documenting accident investigations?

________________________________________________________________________________________

Does your company perform near-miss investigations? __________________________________________

Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, and by whom? 

________________________________________________________________________________________

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices? ______________________________

5. Who will be designated the competent person for excavation safety on the project? 

________________________________________________________________________________________

Provide substantiation of training for the competent person.

6. How often are jobsite tailgate or toolbox safety meetings held? __________________________

7. Briefly describe how you will ensure that workers comply with safety programs and Cal/OSHA requirements? ________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

8. Does your company have a safety incentive program? ______________________________

If yes, please explain. ________________________________________________________________

________________________________________________________________________________________
Soquel Creek Water District
Non-Disclosure Agreement

The parties to this Non-Disclosure Agreement are the Soquel Creek Water District, a County Water District created pursuant to Sections 30000 et. seq. of the California Water Code (hereinafter District) and ________________________ (hereinafter Contractor).

Contractor is going to exchange Meter Transmission Units (MTUs) throughout the District’s service area as part of the District’s metering system upgrade to Advanced Metering Infrastructure (AMI). In connection with that service, Contractor will require access to/information from the District’s data base of customers, service addresses and consumption of which are confidential materials which cannot be disclosed outside the District.

Contractor agrees that the use of said data/information shall be restricted to usage necessary for the MTU Exchange project, and under no circumstances shall be released to any third party.

__________________________________
Contractor name (printed)

__________________________________
Signature of Contractor

__________________________________
Soquel Creek Water District
Authorized Official

_____________________
Date
Attn: Bidders

REQUEST FOR PROPOSALS TO EXCHANGE WATER METER TRANSMISSION UNITS (MTUs) FOR AUTOMATED METERING INFRASTRUCTURE (AMI) UPGRADE

Addendum No. 1

Request for Proposal Due Date Remains: April 17, 2019 at 3:00 pm

This Addendum forms a part of the RFP documents. This Addendum No. 1 is being released to clarify some questions about the project. Questions below are bolded and answers are shown in regular font.

__________

1. **Will the District respond to some or all of the questions submitted by 3/29/19 before 4/3/19 so that potential proposers can review the District's answers and potentially submit follow-up questions on them before the question deadline which is 3PM on 4/3/19?**
   
   Unfortunately, we were not able to accommodate this request.

2. **In the RFP on page 7, Section D (MTU Exchange), in the 3rd bulletpoint there is a weblink to the Manufacturer’s Instructions. Based on these instructions, and conversations that we have had with Master Meter regarding the currently installed and proposed new equipment for this project, is it correct that the project really includes replacing the existing integrated register/radio (Master Meter 3G – Under the Glass unit) with a new integrated register/radio (Master Meter Allegro – Under the Glass unit)? If that is true, is it correct that the proposers should really consider this a combined register/radio exchange project and that final reads from the registers being replaced will need to be recorded so that they can be appropriately uploaded to the billing system to capture the correct consumption for each connection?**
   
   The AMI antennas (as well as the RF circuitry, battery, and solid-state register) are fully encapsulated within the Allegro register; thus, there are no external antennas to be mounted. This project simply involves removing AMR registers (which are also fully encapsulated) and replacing them with AMI registers. The contractor will need to record the final read on the existing AMR register before replacing it with the AMI register. For more information on the Master Meter Allegro endpoint product design, please refer to [https://www.mastermeter.com/wp-content/uploads/Allegro-AMI-Endpoint-Family.pdf](https://www.mastermeter.com/wp-content/uploads/Allegro-AMI-Endpoint-Family.pdf)

3. **Are all of the Master Meter 3G register/radios mounted to Master Meter meters or are there installations where the Master Meter 3G register/radios are mounted on other meter brands (ie. Sensus, Neptune, Badger, etc)?**
   
   Yes, all of the existing AMR registers are mounted to Master Meter meters.
4. In the RFP on page 7, Section D (MTU Exchange), in the 10th bulletpoint it states that Contractor shall “package old/removed MTUs and prepare paperwork daily in preparation for return shipment to manufacturer.” Can you please provide us with the manufacturer's paperwork that we would need to complete for the return of each of these MTU’s? Are we responsible for shipping these packaged MTUs back to the manufacturer or will the District handle that? The Contractor will be responsible for placing the old MTU's in boxes provided by the District for shipment back to the Master Meter. After further discussion, it was determined that the District will prepare the necessary paperwork for all return shipments. Additionally, the District will make all arrangements with Core & Main (Master Meter’s distributor) to pick up the boxed and palletized MTUs for shipment.

5. Do each of the 1,500 private fire services have a Master Meter 3G register/radio that must be exchanged? Are these meters located above ground or in meter pits? If these private fire services are in meter pits, are they in traditional meter boxes or in larger meter vaults? What size meter is utilized for these private fire services? Yes, the private fire services have an existing MTU that must be exchanged. Most fire services are in meter boxes and they are of the traditional meter box type. There are no confined space entries. There are some fire services above ground for larger complexes or commercial customers. Most of the fire services utilize a 5/8” meter (separate from the domestic meter); however, some of the fire services are a combined domestic/fire 1” meter.

6. Will any of the new Master Meter Allegro register/radios require an external antenna that is mounted through-the-lid? If so, how many meters will require this external antenna and will lids with holes be provided to accommodate this external antenna? Is the contractor ever expected to drill holes in composite, cast-iron, or steel meter box/vault lids? All antennas are internal to the MTU. The contractor is not ever expected to drill holes in meter box/vault lids. However, we are requiring the Contractor to replace cast iron and concrete meter box lids with District-supplied composite lids.

7. How many cast iron and concrete meter box lids will need to be replaced with District-supplied composite lids? We do not have an exact count, but we estimate around 60-80% of the lids will need to be replaced. The majority (i.e. 40-60%) are estimated to be concrete.

8. Has the District already tested/piloted the Master Meter Allegro system for performance, or will that be part of the QA/QC process identified on page 7, Section E, 1st bulletpoint. The District has not already tested the Master Meter Allegro system for performance, it is being installed in parallel with the MTU replacement project. However, the contractor will not be responsible for QA/QC related to the performance of the system.

9. How many different billing routes does the District have and how many accounts reside in each route? There are 73 routes and we have 37 billing cycles (with every cycle except for one having two (2) routes). Each route varies in number of services, but we estimate between 200-300 services per route on average.
10. Can you provide your monthly billing route reading schedule so that we can budget adequate installers to complete each route and prepare a schedule for what routes we will be in when (i.e. so that we are not in routes that you are currently reading for billing purposes)?
   The District will assign routes in a manner that will not interfere with our reading schedule. To the extent possible, we will plan for MTU exchanges to occur right after a billing cycle is read. Also, at the beginning of each week, we will assign a set of routes to be completed for that week. If they are all completed sooner than expected and time allows, we will ask the Contractor to start on the next set of routes.

11. How many meters are not accessible and require special access/scheduling in order to complete the register/radio exchange?
   We estimate about 50-100 meters require special access (e.g., they are located in backyards, behind closed gates, etc.) and the District will assist with arranging access or perform these exchanges ourselves.

12. What is the process that the District will utilize to provide the new Master Meter Allegro units and composite lids to the Contractor (i.e. Will there be an equipment checkout each morning or will a secure area be provided to the Contractor to grab materials)?
   The District will have a checkout for MTUs at the start of each week for the routes to be completed that week. The Contractor will have access to the supply of composite lids and will need to keep track of how many were used for inventory tracking. The District will monitor the inventory to make sure we have adequate supply on hand.

13. Will the District provide an area for the contractor to dispose of the dirt that is removed from the meter box pits in order to make the Master Meter register/radio exchange?
   Yes, the District will provide several designated locations to dispose of dirt removed during the project. We will also provide designated disposal spots for metal and concrete meter box lids.

14. Can you estimate the percentage of meter boxes where dirt will need to be removed in order to make the Master Meter register/radio exchange?
   We estimate 50% of the boxes will require substantial dirt to be removed. However, it could be higher as we have a significant number of meters in rural areas with gopher activity. It is very difficult to estimate as this is constantly changing.

15. Is the Contractor required to obtain any other Encroachment Permits or just the two that were identified in the RFP?
   No other Encroachment Permits are required.

16. Can you please confirm that the Contractor will not need to do any programming of the Master Meter Allegro units?
   The Contractor will not be required to do any programming of the Master Meter Allegro units.

17. Is the Contractor to furnish both the Class A Contractor License and the C-36 Plumbing License, or at least one of the licenses?
   You do not have to have both a Class A Contractor's License and a Plumber's License. One or the other is sufficient.
18. Will the City/Utility provide a data file for mapping the proposed services to be performed, prior to bidding? Including:
   a. All service addresses
   b. Route Numbers
   c. Read Sequence Number
   d. Old meter number
   e. Old meter size
   f. Old radio ID
   g. Old GPS Coordinates (if applicable)
   h. Existing location notes or comments describing difficult to locate meters
      The District will **not** provide this data prior to the time in which bids are due. However, this information will be provided to the selected Contractor.

19. Are there any meters in alleys? Please provide a percentage of proposed services.
    Yes, there are a very small number of meters (i.e. approximately 25-50) located in alleys.

20. Are there meters in areas considered Hazardous Areas? If yes, what are the locations and quantities of services that are considered hazardous? Please describe potential hazardous conditions.
    Potential hazards associated with the project (and with water meter maintenance in general) may include, but are not limited to: vehicle traffic, biting dogs, unstable terrain, poison oak, venomous organisms (e.g., spiders, snakes, etc.), sunburn, heat exposure, etc. These conditions or hazards could be present throughout the entire service area. It is not possible to estimate the likelihood or quantities of these conditions.

21. Are there meters in confined spaces? If yes, what are the locations and quantities of services that are considered confined spaces?
    No, there are no meters located in confined spaces.

22. Will the city provide a project staging area and take responsibility for storage of all new materials and disposal of all project waste: salvage, spoils, hazardous waste (legacy endpoints/batteries) and recycle? Yes, the District will provide a project staging area as well as designated materials recycling/disposal areas. We are shipping the old MTUs back to Master Meter.
   a. Please provide address of proposed staging area The project staging area will be at 5180 Soquel Drive, Soquel (District headquarters)
   b. Is staging area centrally located to all work order addresses? While the staging area is not exactly central to all other work order addresses, it is near central.

23. If a customer side line breaks during installation due to deteriorating line or infrastructure (old galvanized pipe), who is responsible for repairs?
    While the likelihood of breaking a service line on the customer side is not high with an MTU-only replacement project as the Contractor only needs to expose the existing MTU (as opposed to the whole meter), the District will take responsibility for making repairs provided the Contractor is not negligent. In the event of Contractor negligence, the Contractor shall pay all costs to restore said customer side services to equivalent or better condition. However, the District hereby requires that the selected Contractor notify District staff of any customer side
service that is corroded, already leaking, or compromised prior to performing, or in the event that the problem was discover after removing dirt/debris from the meter box, continuing work.

24. If a service side line breaks during installation due to a deteriorating line or infrastructure, who is responsible for service line repairs?
The District will take responsibility for repairing any service line side breaks during installation unless the Contractor is negligent. In the event of Contractor negligence, Contractor shall reimburse the District for all repair costs. However, the District hereby requires that the selected Contractor notify District staff of any service side line that is corroded, already leaking, or compromised prior to performing, or in the event that the problem was discover after removing dirt/debris from the meter box, continuing work.

25. How many different lid sizes are in the system?
There are two primary lid sizes in the District’s metering system: B9 & B16

26. Are lid sizes known per service?
No

27. Will holes need to be drilled in the lids?
The Contractor does not need to drill holes in the lids.

28. What is the lid material for lids that will be drilled?
Not applicable.

29. What will the process be if a service is too high and the new endpoint radio will not fit under the lid?
The district will instruct the Contractor to skip these services and we will make repairs or turn the meter on its side until repairs can be made. We estimate 50-100 services may fit in this category.

30. What is the typical depth of the existing meter sets?
Two (2) to 12 inches.

31. What is the project proposed start date for installations?
The project kick-off meeting is tentatively scheduled for May 20th and we estimate that MTU installations will begin on May 21st. However, we could push the start date back one (1) week if needed.

32. If the contractor is not hiring any subcontractors or supplying any materials, is the payment bond still required?
Yes, a payment bond is required per California Civil Code Section 9550. Unfortunately, we are not aware of any exemptions for public works projects in which the contractor is not hiring subcontractors or supplying materials.

33. What type of file/format is compatible with District billing system?
A comma-separated values (CSV) file is compatible with the District’s billing system.
34. In reference to the Tyler Mass Meter Swap program, which will allow automated upload of MTU exchange data collected in the field to the District’s utility billing system, will the bidder be using this as an app? Can one license be used for multiple installers? Is app compatible with Android, Apple, or Windows Devices?
Tyler will send the Contractor an export file of the District’s meters in the format that they require as well as a spreadsheet that explains the fields and what fields are required/not required (see Attachment 1). Contractors typically use their own app in the field to collect the data and then they turn this information into an import file in the format that is required by Tyler. Thus, the question about app licensing and app compatibility are not applicable to the Tyler mass Meter Swap program.

35. What format should the work order system be in to be capable of providing MTU exchange data in a format that can be automatically uploaded to Tyler Incode via the Tyler Mass Meter Swap program?
Please see Attachment 1.

36. Approximately what percent of meters will require traffic control? Will Contractor be responsible for traffic control fees and or permits?
We estimate fewer than 1% of the meters are located in areas where traffic control will be required and it is likely that District staff will complete these MTU exchanges ourselves. The areas where traffic control will be required are where meters are located in street medians (for landscape irrigation services) or on narrow roadways.

37. Is overtime allowed? Drive time to and from Soquel Creek would cut into production if only 40 hours are allowed per week
No, overtime is not allowed. Travel time is included in the 40 hours per week.

38. After the first month or two for ramp up and data transfer verification, would there be consideration for up to 2400 retrofits per month? This could have a significant cost savings due to reduced travel and subsistence costs.
We do not plan to exceed 1,200 MTU exchanges per month. We recognize that it could reduce the project costs, but at this time, internal concerns about increasing the rate of exchange outweigh the cost benefit.

39. What substance (hard pack dirt, sand, rock, etc.) will typically need to be removed from those meter boxes needing cleanout?
The primary substances that will need to be removed from meter boxes requiring cleanout are hard pack dirt (particularly during the non-rainy season) and sand.

40. Will GPS accuracy typical of a cell phone or iPad be acceptable?
GPS horizontal accuracy of under 2 m is desirable. If your cell phone has the capability of reaching the desired horizontal accuracy of approximately 2 meters it would be acceptable. If your cell phone does not have this capability, then additional technology, such as a GNSS device is desired to boost the accuracy to within the acceptable range.

41. Who is paying for shipping for old MTUs to be returned to the manufacturer? If subcontractor, what is the approximate shipping distance?
The Contractor is not responsible for paying for old MTU’s to be returned to the manufacturer.
42. Can the district mark hard to locate meter boxes prior to the project starting? Soquel and Aptos areas have some rural locations.
Yes, District staff will strive to walk the routes before MTU changeout to mark meters in areas where the meter location is not obvious. District staff will also be available throughout the project to assist the Contractor in locating hard to find meter boxes that may not have been previously marked.

43. On Page 30 of 54 in RFP, 16. DEFECTIVE WORK. Can you define DEFECTIVE WORK as it applies to the installation project?
Defective work could include not properly seating the new Allegro MTU or the meter box lid.

44. You all are not requiring a bid bond correct? Just a payment bond after being awarded. Correct?
Correct, we are not requiring a bid bond. A payment bond will be required of the selected Contractor after bid award.

PREPARED BY: Shelley Flock, Conservation and Customer Service Field Manager
Soquel Creek Water District
(831)475-8501 ext. 156
shelleyf@soquelcreekwater.org
Meter Swap Policy

Tyler Technologies

Overview

Tyler Technologies assists your entity in operating the Mass Meter Swap program for one swap file; after that, you are responsible for running the Mass Meter Swap program. You will be billed up front according to the dollar amount shown on your PO. Tyler staff adds the program to the Utility menu. Mass Meter Swap is licensed for the number of meters your entity has paid to be swapped. Once that number is reached, the program’s license expires, and you are no longer able to run it. If more meters need to be swapped, you can purchase another license for the remaining number of meters. It is your responsibility to review the batch and manually swap any meters that show up as an error on the Review Batch.

Mass Meter Swap can swap one meter for another and update Meter Maintenance for the new meter. The program does not have the ability to update the rate tables or anything else. If your entity is currently using one meter reading system and is swapping meters in order to use a new meter reading system, you need to purchase a handheld definition to accommodate the new meter reading system.

The swap file must be in the appropriate format to use our Mass Meter Swap program. To view the recommended format for each field, see the following chart.

Swap File Table

<table>
<thead>
<tr>
<th>Field Position</th>
<th>Field Name</th>
<th>Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service Address Number</td>
<td>BB-AAAAAA</td>
</tr>
<tr>
<td>2</td>
<td>Old Meter Number</td>
<td>Maximum of 20</td>
</tr>
<tr>
<td>3</td>
<td>New Meter Number</td>
<td>Maximum of 20</td>
</tr>
<tr>
<td>4</td>
<td>Remote Read ID</td>
<td>Transponder # (Maximum of 20) (Radio Read ID)</td>
</tr>
<tr>
<td>5</td>
<td>Old Meter End Read</td>
<td>Maximum of 9</td>
</tr>
<tr>
<td>6</td>
<td>Date Swapped</td>
<td>MMDDYYYY</td>
</tr>
<tr>
<td>7</td>
<td>Regular Scale</td>
<td>#.#.#.#.# (must match this format, if 1, put 1.000000)</td>
</tr>
<tr>
<td>8</td>
<td>Number of Dials</td>
<td>Valid values 03 thru 15</td>
</tr>
<tr>
<td>9</td>
<td>New Meter Begin Read</td>
<td>Start Read on New Meter</td>
</tr>
<tr>
<td>10</td>
<td>Meter Group</td>
<td>Must be valid meter group in system</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Requirement</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>11</td>
<td>Meter Size</td>
<td>Must be valid meter size in system</td>
</tr>
<tr>
<td>12</td>
<td>Meter Make</td>
<td>Must be valid meter make in system</td>
</tr>
<tr>
<td>13</td>
<td>Meter Note</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Meter Type</td>
<td>Must be valid meter type in system</td>
</tr>
<tr>
<td>15</td>
<td>Meter Serial #</td>
<td>Maximum of 25</td>
</tr>
<tr>
<td>16</td>
<td>Latitude</td>
<td>#.######## (There is 1 space in front of this for the – sign) Maximum of 20</td>
</tr>
<tr>
<td>17</td>
<td>Longitude</td>
<td>#.######## (There is 1 space in front of this for the – sign) Maximum of 20</td>
</tr>
<tr>
<td>18</td>
<td>Remote Read Type</td>
<td>To be determined by Tyler resource</td>
</tr>
<tr>
<td>19</td>
<td>Date Purchase</td>
<td>MMDDYYYY</td>
</tr>
<tr>
<td>20</td>
<td>Tamper Code</td>
<td>Maximum of 2</td>
</tr>
<tr>
<td>21</td>
<td>Demand Scale</td>
<td>#######.#### (must match this format, if 1, put 1.000000)</td>
</tr>
<tr>
<td>22</td>
<td>Remote Read Demand ID</td>
<td>For electric meters only</td>
</tr>
<tr>
<td>23</td>
<td>KVAR Scale</td>
<td>#######.#### (must match this format, if 1, put 1.000000)</td>
</tr>
<tr>
<td>24</td>
<td>Remote Read KVAR ID</td>
<td>For electric meters only</td>
</tr>
<tr>
<td>25</td>
<td>Service Code</td>
<td>Must be a valid service code in the system</td>
</tr>
<tr>
<td>26</td>
<td>Contract Full Name</td>
<td>Name on Incode Account</td>
</tr>
<tr>
<td>27</td>
<td>Site Location</td>
<td>Full address on account in Incode software</td>
</tr>
<tr>
<td>28</td>
<td>Read Sequence</td>
<td>Read sequence on metered service on account</td>
</tr>
<tr>
<td>29</td>
<td>Route Code</td>
<td>Must be valid route in the system</td>
</tr>
<tr>
<td>30</td>
<td>Route Segment</td>
<td>Must be valid segment in the system</td>
</tr>
<tr>
<td>31</td>
<td>Instruction Code</td>
<td>Ask customer if they use</td>
</tr>
<tr>
<td>32</td>
<td>Alert Code</td>
<td>Ask customer if they use</td>
</tr>
<tr>
<td>33</td>
<td>Location Code</td>
<td>Maximum of 6</td>
</tr>
<tr>
<td>34</td>
<td>Location Description</td>
<td>Description of meter’s location – Maximum of 40</td>
</tr>
</tbody>
</table>

Sample File

Please note the swap file must contain the header row exactly the same as in the extract file that Tyler Technologies provides. Text qualifiers are not required but are helpful if there is a comma in the field to prevent text from being moved to wrong position.

Dates are very important when running Mass Meter Swap. It is your responsibility to ensure that you understand how dates affect your system because there is no program to fix or adjust multiple swaps after you run Mass Meter Swap. If the swap is to be
counted in the billing cycle, the swap date must be within the read group dates. If the swap date is outside the read group dates, you must enter an end reading for the old meter prior to running the mass meter swap file.

Authorization

__________________________________  ________________________________
Signature                                      Date

__________________________________
Entity Name