



**REQUEST FOR PROPOSAL
NUMBER RFP-VC-26-006**

FOR

**BUSINESS IMPACT ANALYSIS, DISASTER
RECOVERY, AND BUSINESS CONTINUITY
PLAN SERVICES**

RFP Due Date: November 17, 2026, by 3:00 pm
Submit to: Veronica Cordova, Contracts Administrator II
Via: PlanetBids on-line electronic submission

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SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency ("IEUA" or "Agency") is accepting electronic proposals from qualified vendors to provide comprehensive Business Impact Analysis (BIA), Disaster Recovery Plan (DRP), and Business Continuity Plan (BCP) services to enhance organizational resilience, ensure operational continuity, and mitigate potential disruptions to critical business and operations functions.
- B. **SUBMITTAL LOCATION – CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are listed below. The Offeror is required to acknowledge addendum posted on PlanetBids after original solicitation posting with regard to changes in the original RFP up to and including any changes to the closing date and time and must include any addendum in their submitted proposal. Proposals received after the "closing" date and time indicated will not be accepted. Faxed, emailed or hard copy proposals will not be accepted as this is an **electronic** bid submittal through PlanetBids portal only.

Submittal Closing: November 17, 2026, at 3:00pm

Location: PlanetBids (Electronic only)

- C. **INQUIRIES:** Inquiries regarding this RFP should be submitted to PlanetBids. The cut-off date for submitting questions is **October 15, 2026, 3:00 P.M.** Questions may be answered and uploaded to PlanetBids as an Addendum to all registered participants.
- D. **PRE-PROPOSAL MEETING/JOB-WALK:** A non-mandatory pre-proposal conference is scheduled for **October 8, 2026**, from 2:30 am to 3:30 pm via Microsoft Teams.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/212712705364058?p=SXZqylJiChwndclycD>

Meeting ID: 212 712 705 364 058

Passcode: cV2gV2xk

Dial in by phone

[+1 415-856-9169](tel:+14158569169), [506005420#](tel:+1506005420) United States, San Francisco

Phone conference ID: 506 005 420#

- E. **RFP DATES:** The following table identifies the estimated dates/time frame for this RFP.

Description	Due Date
Release of RFP:	<u>September 30, 2026</u>
Pre-Proposal Conference (Non-mandatory)	October 8, 2026, 2:30 pm (via Teams)
Deadline for RFIs:	October 15, 2026, by 3:00 pm (PlanetBids)
Proposal due date:	November 17, 2026, by 3:00 pm (PlanetBids)
Project Start Date (anticipated):	January 2027

- F. **PROPOSAL FORMAT:** All proposals shall be submitted as Electronic Files **ONLY** via PlanetBids. All proposals shall be submitted/uploaded into the response file and any required general attachments via PlanetBids, as either a single PDF file or as multiple, clearly identified PDF files.

A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a ***dated cover letter*** which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of one hundred twenty (120) days.

NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE THIS "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

SECTION 2 - GENERAL INFORMATION

- A. **WAITING PERIOD**: All Offerors are alerted that a waiting period of up to one hundred twenty (120) days from the date of the proposal opening may be required before an award is made. The offer shall assume full responsibility for the effect of the waiting period on all proposal prices and terms.
- B. **PROPOSAL PREPARATION COSTS**: The Agency is not, nor shall be, deemed liable for any costs incurred by the Offeror during the preparation, submittal, or presentation of their proposal.
- C. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**: Any Offeror may request the withdrawal of their submitted proposal by a written request at any time **prior** to the scheduled proposal due date and time. Upon receiving the written request to withdraw any proposal, the Agency will consider the Offeror's proposal null and void and return the proposal to the Offeror unopened. Withdrawal of an Offeror's proposal will not prejudice Offeror's re-submittal for this or any future proposal(s). E-mailed proposals will be sent back to the Consultant via e-mail. The Consultant shall take note that no guarantee will be made concerning opening e-mails prior to the closing date/time, given the informal format of this type of submittal.
- D. **MISTAKE IN PROPOSAL**: Any Offeror may withdraw their proposal after the proposal opening, subject to the time restrictions indicated, **only** if the Offeror can establish to IEUA's satisfaction that a mistake was made in preparing the proposal.
1. An Offeror declaring a mistake must provide a written notice to IEUA within five (5) calendar days following the scheduled closing date, specifying in detail how the mistake occurred, and how the mistake made the Proposal materially different than was intended.
 2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further proposals on the project in which the mistake in proposal was claimed. (*Public Contract Code 5105*).
- E. **PROPOSAL ACCEPTANCE**: IEUA reserves the right to **accept or reject** any or all proposals or waive any informality(s) in any proposal, if such action is deemed to be in the best interest of IEUA. Additionally, be advised that if all valid proposal prices received are found to exceed the budget appropriated for this project, IEUA may reject all proposals.
- F. **INTERPRETATION OF DOCUMENTS**: During the proposal solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Proposals," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately notify the contact indicated in Section 1(C). Should it be found necessary, an addendum will be posted on PlanetBids. **Any addenda issued prior to the scheduled proposal closing date and time shall form a part of this solicitation and shall become a part of the submitted proposal.**
- G. **PROPOSAL FEES**: Offerors shall submit a fully burdened fee schedule, for each task or specific skill category required to provide the Consultant's Services, clearly identifying the firm's staff classifications by category, by hourly billing rates, and any associated administrative costs.
- H. **PUBLIC RECORD**: After finalization of the award decision, the results of the proposal may be recorded on PlanetBids. Alternately, a summary of all the proposals will be made available upon a written request through the Agency's Records Management Department through the Agency's website (<https://www.ieua.org/request-for-public-records/>). Be advised that all information contained in the proposals submitted in response to this solicitation shall become a matter of public record and be made available upon request in compliance with the California Public Records Act of 2004.

SECTION 2 - GENERAL INFORMATION

- I. **CONTRACT REFERENCES:** Using the References form included in Section 4, each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Include the reference names, contact person(s), telephone numbers, e-mail address, business physical address, and brief description of the specific services provided.
- J. **AWARD CRITERIA:** The Agency anticipates issuing a single award in conjunction with this proposal activity to the Offeror judged to be most capable of accomplishing all specified requirements in a cost-effective and time efficient manner. However, as previously noted, the Agency reserves the right to make multiple awards subsequent to the Request for Proposal. The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror(s):
- Past record of performance in providing similar services. Offeror shall have completed two (2) projects like this RFP's scope of work within the last five (5) years in the utility services sector (preferably water and/or wastewater)
 - Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
 - Proposed staffing plan and methodology proposed for the Project.
 - References.
 - Exceptions taken to the proposed contract terms.
 - Proposed labor efforts/hours
 - Payment discount proposed, in exchange for expedited invoice payment.
- K. **ACCEPTANCE AND PAYMENT:** The selected Offeror's invoice(s), subsequent to the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated Purchase Order number, and be accompanied by detailed supporting documentation. The Agency shall pay the Offeror's properly executed invoice, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice.
- L. **INSURANCE:** The Consultant shall furnish IEUA with certificates of insurance and with original endorsements effective coverage required by IEUA for themselves and all subconsultants, prior to commencing work or allowing any subconsultant to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by IEUA before work commences. IEUA reserves the right to require complete. Certified copies of all required insurance policies, at any time. The minimum scope of insurance required:
1. General Liability: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

SECTION 2 - GENERAL INFORMATION

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

For Workers' Compensation and Employers Liability Coverage, the insurer shall agree to waive all rights of subrogation against IEUA, its officers, officials, employees, volunteers, property owners or engineers under contract to IEUA for losses arising from work performed by the Entity for IEUA. Original Waiver of Subrogation endorsement must be furnished to IEUA.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

- M. **RELEASE OF LIABILITY:** The selected Offeror shall execute a Release of Liability form. Consultant agrees and understands that the Consultant's personal property, if left at any of the Agency's sites, during the course of the work, may be exposed to the risk of, but not limited to theft, fire damage, water damage, and wind damage; for which the Consultant agrees to assume any and all such risk, and consequences as a result thereof. The Consultant shall be responsible for the completion of the Agency's Waiver/Release of Liability form (see Section 4) as part of a complete proposal.
- N. **LIENS:** The Offeror shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Offeror on account of said Services to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.
- O. **FEDERAL, STATE, AND LOCAL LAWS:** The Offeror and all subconsultants shall comply with all federal, state, and local laws, rules, and regulations.
- P. **CONTRACT EXECUTION(S)/EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. A sample of the Agency's standard contract is provided as Section 5 of this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. (For Contracts with Rotating Consultants a Task Order shall be issued against their master contract.) The Offeror shall provide any additional bonding indicated and a preliminary schedule within 10 days of request from the Agency. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. If no exceptions to the contract are included in the offeror's response, the offeror is expected to execute the contract in the form set forth herein. An Exceptions Form is provided in Section 4.
- Q. **PROPOSAL PRICE:** Offerors must clearly indicate their proposed pricing on the Proposal Rate/Fee Schedule included in this document. All sections of the Proposal Rate/Fee Schedule must be fully completed, or their proposal may be rejected. Be advised that, at any time, the Agency may require the Offeror to further itemize/detail components of proposed prices and/or invoices, (i.e., labor, materials, travel expenses, sales taxes, freight charges, etc.). If the Offeror desires to convey clarifications/explanations to the information presented on the Proposal Rate/Fee Schedule, an addendum page(s) may be attached thereto. For each proposal item, all costs including overhead, burden, administration, supervision, etcetera, shall be evenly weighted so that work may be added or deducted, at the discretion of the Inland Empire Utilities Agency, with no adjustment to the unit costs submitted.

SECTION 2 - GENERAL INFORMATION

- R. **ENVIRONMENTAL PURCHASING POLICY:** The Goal of IEUA is to reduce global warming and other environmentally harmful effects generated by its operations, its operational protocols, and its capital improvement projects. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are proven beneficial to the environment. Examples for this project would be projects manufactured with recycled steel, recycled plastics, and vehicles fueled with natural gas or propane versus gasoline or diesel fuel. The Offerors in their proposals should present (and explain) the efforts they will be employing on the project that moves the Agency closer to its sustainability goals.
- S. **CYBERSECURITY:** The goal of IEUA is to secure our critical infrastructure against cyber threats. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are from vendors that demonstrate a strong commitment to protecting our critical infrastructure through comprehensive security programs and evidence thereof. The Offerors in their proposals should present (and explain) the efforts they will be employing on the project that moves the Agency closer to its cybersecurity goals.
- T. **PROPOSAL INCLUSIONS:** The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Consultant.
- U. **PREVAILING WAGE (WHEN APPLICABLE):**
A public works consultant must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No consultant or subconsultant may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No consultant or subconsultant may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This contract has been deemed to be a Prevailing Wage Contract and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. **Offeror shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations, for the locality in which the work is to be performed**, for all applicable classifications under this contract. The determinations are available for review at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Offeror, and any subconsultant performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal, State, and local laws related to labor.

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SECTION 3 – SCOPE OF WORK

A. **BACKGROUND**

The Inland Empire Utilities Agency (IEUA/Agency) is a regional wastewater treatment agency and wholesale distributor of imported water serving approximately 950,000 people throughout western San Bernardino County. The Agency is committed to supporting the needs of its service area and safeguarding public health through significant investments in a diverse water supply portfolio, reliable municipal/industrial wastewater collection and treatment services, and other related utility services in a regionally planned and cost-effective manner.

As a member agency of the Metropolitan Water District of Southern California (Metropolitan), IEUA provides supplemental water supplies, primarily via the State Water Project (SWP), for distribution among nine retail agencies.

Water recycling is a critical component of the Agency's water resource management strategy. IEUA receives over 50 million gallons per day (mgd) of wastewater from seven sewerage agencies at its five regional wastewater treatment plants. Wastewater is then treated to Title 22 regulations and distributed to retailers through purple pipe or indirect potable reuse through the groundwater recharge program.

In conjunction with these five facilities, IEUA also maintains and operates:

- The Chino Desalter I (located in Chino) on behalf of the Chino Basin Desalter Authority.
- The Inland Empire Regional Composting Facility (located in Rancho Cucamonga) on behalf of the Inland Empire Regional Composting Authority.
- 46 groundwater recharge basins across 19 recharge sites designed to hold stormwater runoff, imported water, and recycled water for aquifer replenishment.

The Agency also prioritizes investments in local water resources, conservation programs, and renewable energy sources, and advocates for environmental stewardship through several free educational resources and outreach programs.

B. **PURPOSE**

This Statement of Work (SOW) is divided into two independent service areas: Business Impact Analysis (BIA) and Disaster Recovery Plan (DRP). Each section is intended to stand alone, and the Agency reserves the right to award contracts to one or more vendors based on the specific expertise and qualifications demonstrated for each area. Vendors may submit proposals for one, multiple, or all service areas. Each proposal will be evaluated independently according to the criteria outlined in the corresponding section.

C. **CONTRACT TERM**

The initial term of this Contract is for three (3) years with the option to extend.

D. **PROPOSAL EVALUATION CRITERIA**

1. **Approach and Methodology:** clarity, completeness, and alignment of proposed methodology for each section.
2. **Experience and Qualifications:** demonstrated experience with BIA, DRP, and BCP in government or similar sectors.
3. **Team Qualifications:** relevant certifications (e.g., CBCP), and background of key personnel.
4. **References and Past Performance:** quality of work and client satisfaction on similar projects.
5. **Level of Effort Distribution**

SECTION 3 – SCOPE OF WORK

E. **SCOPE OF WORK AND SERVICES**

The purpose of this engagement is to obtain professional consulting services for the development and enhancement of the Agency's operational resilience framework. The selected vendor(s) will be responsible for delivering one or more of the following components:

1. **Business Impact Analysis (BIA)** – a BIA is a systematic process to determine and evaluate the potential effects of an interruption to critical business operations as a result of a disaster, accident or emergency. Tasks may include but are not limited to the following:
 - a. Conducting a comprehensive business impact analysis to identify critical business and time sensitive functions and processes and the resources that are required to support them.
 - b. Leveraging and reviewing existing documentation.
 - c. Determining the criticality of business activities and associated resource requirements to ensure operational resilience and continuity of operations during and after a business disruption.
 - d. The BIA will quantify the impacts of disruptions on service delivery, risks to service delivery, and recovery time objectives (RTOs), maximum tolerable downtime (MTD) and recovery point objectives (RPOs). These recovery requirements will then be used to develop strategies, solutions and plans, including DR and BCP plans.
 - e. Ranking the relative recovery priority of each function based on the strategic and business objectives of the organization.
 - f. Identifying and documenting key business partners and external connections necessary to conduct Agency business for the purpose of plan development and implementation.
 - g. Conduct two-hour (2) workshops with each of the fourteen (14) departments to gain an understanding of the business processes. Certain departments may require multiple workshops up to a total of twenty-five (25).
 - h. It is expected that additional workshops will be needed to finalize the business impact analysis with the Management and Senior Leadership Team (at least two workshops)

Fourteen departments are listed below:

1. Legal
2. Internal Audit
3. External & Government Affairs
4. Human Resources
5. Finance
6. Information Technology
7. Operational Technology
8. Chino Basin Program
9. Planning & Resources
10. Operations
11. Maintenance
12. Facilities & Water System Programs
13. Engineering
14. Board and Administrative Services

2. **Disaster Recovery Plan (DRP)**

- a. Review the Agency's existing Disaster Recovery plan and supporting documentation.
- b. Identify critical infrastructure, IT and OT systems, and data required for the resumption of operations.
- c. Develop strategies and procedures to restore critical functions and minimize downtime.
- d. Updating the existing DR plan to be an effective, well-defined, easy to follow and appropriately sized plan.

SECTION 3 – SCOPE OF WORK

- e. Recommending a governance and team structure to coordinate agency wide disaster recovery strategies.
 - f. Design a framework for assessing, testing, and refining the DR plan on an ongoing basis.
 - g. The plan is to align with national cybersecurity priorities by integrating comprehensive risk assessments, adhering to CISA and NIST standards, setting performance goals, and implementing robust training and planning. Ensure the plan includes clear protocols consistent with the NIST Risk Assessment Framework to streamline incident response, recovery, and protect critical infrastructure against cyber threats.
 - h. Facilitate a tabletop exercise to test the updated plan and identify gaps in response capabilities.
3. **Business Continuity Plan (BCP)** - a BCP is a plan to help ensure that business processes can continue during a time of emergency or disaster. Such emergencies or disasters might include a fire or any other case where business is not able to occur under normal conditions. Tasks may include but are not limited to the following:
- a. Recommending a governance and team structure to coordinate agency wide business continuity strategies.
 - b. Developing a well-defined, easy to follow and appropriately sized business continuity plan based on the business impact analysis and other findings that identify and address recovery strategies for major threat scenarios (natural, cyber or man-made) that could affect the agency's operations.
 - c. The continuity plan shall include strategies to continue critical and time sensitive processes identified in the impact analysis. The plan must identify and prioritize essential functions to be continued under all circumstances and the departments, agencies, and organizations with primary responsibilities for those functions.
 - d. The plan will be developed in alignment with the **FEMA Continuity Guidance Circular (CGC)** and **FEMA's Business Continuity Planning framework**, ensuring compliance with national standards and integration with local and state emergency management systems.
 - e. Facilitate a tabletop exercise to test the updated plan and identify gaps in response capabilities.

F. **DELIVERABLES**

The following deliverables are to be provided by the consultant. Additional deliverables may be identified during the initial meetings between the consultant and IEUA. The final plans shall be submitted electronically in the following format(s):

Business Impact Analysis:	1 – PDF and 1 - Word
Disaster Recovery Plan:	1 – PDF and 1 - Word
Business Continuity Plan:	1 – PDF and 1 - Word

G. **GRANT INFORMATION AND COMPLIANCE REQUIREMENTS**

The Project is funded in whole or in part through the U.S. Environmental Protection Agency (U.S. EPA). Proposers are responsible for reviewing the funding requirements identified in **Appendix A** and for complying with all requirements applicable to the Proposal and the Work.

The BIDDER and, upon award, the CONSULTANT shall comply with all applicable federal and state requirements associated with the Project financing and the Work, including, but not limited to, the Disadvantaged Business Enterprise (DBE) Six Good Faith Efforts; American Iron and Steel (AIS); BABA; the Davis-Bacon and Related Acts; California prevailing-wage requirements; and the other requirements set forth in **Appendix A**. The CONSULTANT shall incorporate all required provisions

SECTION 3 – SCOPE OF WORK

into applicable subcontracts and purchase orders and shall maintain and submit supporting compliance documentation as required by the Contract.

The BIDDER and CONSULTANT shall comply with the DBE requirements applicable to procurements and subcontracts under this Contract, including the Six Good Faith Efforts described in **Appendix A**. These efforts include making contracting opportunities available to certified DBEs and posting solicitations for bids or proposals for at least 30 calendar days before the applicable bid or proposal closing date. If the CONSULTANT awards subcontracts, the CONSULTANT shall perform and document the applicable Good Faith Efforts when soliciting those subcontracts. Details of these requirements and the required proposal documentation are provided in **Appendix A**.

A Proposal that fails to timely perform or document the applicable Good Faith Efforts or fails to submit the DBE documentation expressly required by Appendix A, will be deemed nonresponsive and rejected.

H. **U.S.-BASED PERSONNEL REQUIREMENT**

All Services provided under any resulting Contract shall be performed by personnel physically located within the United States or its territories. Consultant shall certify their ability to comply with this requirement and shall ensure that all employees, subconsultants, and consultants comply with the same requirement.

I. **LEVEL OF EFFORT AND FEE ESTIMATE**

1. Work Effort: The Consultant shall provide, in the body of the proposal, a fully itemized schedule of estimated effort for each task for the entire project, expressed in work hours, for each employee classification required to complete each phase of the work.
2. Fee Schedule: The Consultant shall provide, **in a separate file**, a fully itemized proposed fee to perform all scope items broken down by phase and task. The Fee Schedule should be based on a Work Breakdown Structure showing major project elements and associated level of efforts (i.e., labor hours) for each key project staff plus expenses. After all other parameters have been evaluated, a shortlist of consultants will be ranked, and the fee schedule of the most qualified Consultant will be opened and negotiated.

J. **PROPOSAL SUBMISSION REQUIREMENTS**

The Request for Proposals documents shall be returned in their entirety, with all applicable portions fully completed by the Consultant. Specifically, each Offeror's Proposal shall include the following proposal requirements:

1. Cover Letter: Include individual/firm name, website, address, telephone number, email, and name and title of person authorized to submit the proposal. If the individual/firm operates from more than one location, please specify the office to which the project will be assigned.
2. Proposal
 - a. Company Background and Experience
 - b. Approach/Methodology
 - c. Resources and Personnel
3. Proposal Rate/Fee Schedule Form (**SEPARATE FILE**)
4. Offeror Identification Form
5. References Form
6. Exceptions Form
7. Non-Collusion Statement
8. Workers' Compensation Certificate
9. Waiver/Release of Liability Form

SECTION 3 – SCOPE OF WORK

10. Public Works Contractor Registration Certification (WHEN APPLICABLE)

11. All Signed Addendums (if applicable)

K. **INTERVIEWS**

IEUA may utilize a two-stage review process where proposals will be reviewed to develop a shortlist of qualified Offerors, and the successful Offeror is selected through subsequent interviews of the shortlisted Offerors. However, IEUA reserves the right to eliminate the interview process and select a successful Offeror based solely on the proposal.

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SECTION 4 – FORMS

OFFEROR IDENTIFICATION

1. Legal name of Offeror: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:

☐ Sole Proprietor ☐ Partnership ☐ Corporation

Other: _____

If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Offeror's principal place of business is located.
Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____
10. California Contractor's License Number: _____
11. California DIR (Registration) Number: _____
12. Offeror's Project Manager: _____
13. Project Manager's E-mail Address: _____
14. Project Manager's Cell Phone No.: _____
15. Authorized Signatory for Contracts

Name: _____ Title: _____

Email address: _____

SECTION 4 – FORMS

REFERENCES AND SUBCONSULTANTS

The Consultant shall provide three (3) references for projects of similar size, scope, and complexity completed within the past five (5) years.

If the Agency is identified as a reference, the Consultant shall also provide three (3) additional non-Agency references. Agency experience may be considered in addition to, but shall not replace, the three required external references.

Name of Firm _____ Contact Name: _____

City and State: _____ Telephone No.: _____

Email Address: _____ Approximate Cost: _____

Project Name: _____ Start/End Dates: _____

TYPE OF SERVICES PROVIDED (Note: Please attach a “typical” invoice, for the services provided.)

SUBCONSULTANT(S)

List any subconsultants who worked on your firm's behalf on the above-mentioned referenced project.

Name of Firm: _____ Contact Name: _____

City and State: _____ Telephone No.: _____

Email Address: _____ DIR Registration No.: _____

License No.: _____ Check one: ☐ Business ☐ CSLB

Brief description of their services: _____

(Please copy this form as many times as needed.)

SECTION 4 – FORMS

EXCEPTION FORM

Any exceptions to the solicitation requirements and/or sample contract terms and conditions must be identified at the time of proposal submission.

For each exception, Proposers must identify the provision and provide **proposed alternative language** directly on the Exceptions Form or in a separate document. If no exceptions are taken, write or type “None.”

Failure to identify an exception may be considered acceptance of the requirement as written.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Make additional copies of this form if necessary.

SECTION 4 – FORMS

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

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

Signature

Company Name

Printed Name

Business License Number

Title

Date

SECTION 4 – FORMS

WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my Consultant, I will comply with such provisions before commencing the performance of the work of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

SECTION 4 – FORMS

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter referred to as Consultant), fully understand that the storage or leaving of any and all Consultant owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Consultant to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Consultant's employees. For the privilege of storing/leaving any and all Contract owned equipment, materials, and supplies at the Agency's facilities, Consultant agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Consultant hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Consultant's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that the Consultant is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing as the authorized agent of Consultant, and of my own free will.

By: _____
Representative's signature Date

Print Name Title

Approved: _____

SECTION 4 - FORMS

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION (WHEN APPLICABLE)

Pursuant to Labor Code Sections 1725.5 and 1771.1, all consultants and subconsultants that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor will any contract be entered into without proof of the consultant's and subconsultants' current registration with the DIR to perform public work.

The Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a consultant with the DIR.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subconsultants and ensure that all subconsultants are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

ATTACH COPY OF DIR REGISTRATION

SECTION 5 - ATTACHMENTS

SAMPLE CONTRACT



**SERVICE CONTRACT NUMBER: 460000xxxx
FOR**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2025, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter interchangeably referred to as "Agency" or "IEUA"), and _____, located in _____, _____ (hereinafter referred to as "Consultant"), for _____.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. AGENCY PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager:
Company Name:
Address:

Telephone:
Email:

2. CONSULTANT ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant:
Company Name: .
Address:

Telephone:
Email:

SECTION 5 - ATTACHMENTS

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 460000xxxx
 - B. Contract Number 460000xxxx General Terms and Conditions.
 - C. Agency's Request for Proposal Number RFP-VC-26-xxx, **Exhibit A**.
 - D. Consultant's proposal dated, xxxxxxxxxxxx, **Exhibit B**.
4. SCOPE OF WORK AND SERVICES: The Consultant has overall responsibility for and shall administer services for the Inland Empire Utilities Agency, in accordance with the Scope of Work and Technical Specifications in **Exhibit B**.
- A. Cure Procedure:
- 1. For a Cure Notice deemed by the Agency to be **urgent**, Consultant shall correct any error of the Work within five (5) calendar days after Consultant's receipt of a Cure Notice, as directed by the Project Manager.
 - 2. For a Cure Notice deemed by the Agency to be **important**, Consultant shall correct any error of the Work within ten (10) calendar days after Consultant's receipt of a Cure Notice, as directed by the Project Manager.
 - 3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.
- B. The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. TERM: The initial term of this Contract is for xxxx (x) years beginning **xxxxxxx**, through **xxxxxxxxxx**, with fixed pricing. Additionally, the Consultant shall agree to allow the Agency, at the Agency's sole discretion, to extend this contract up to xxxxx one-year periods for a total aggregate contract term of xxxxx years.
6. PAYMENT, INVOICING, AND COMPENSATION:
- A. Consultant shall invoice the Agency **once monthly** with a properly executed invoice. The invoice shall include the name of assigned personnel, the fully burdened hourly billing rate, dates worked, a brief description of the work, project number, as well as the Contract Number 460000xxxx for payment.
 - B. Invoices covering the services for the month of June must not include billing for any dates worked beyond June 30. Any invoice with dates beyond June 30, will be rejected, requiring revised billing dates, and be resubmitted to the Agency.

SECTION 5 - ATTACHMENTS

- C. Properly executed invoices will be approved by the Project Manager within thirty (30) days following **the receipt** of the invoice by IEUA. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager.
- D. Compensation shall be made in accordance with the pricing tables provided in Consultant's proposal in Exhibit B for a total contract price **NOT-TO-EXCEED \$xxxxxx** for all services satisfactorily provided during the term of the contract.
- E. Additionally, to qualify for payment, the Consultant shall prominently display, on the first page of the invoice, both:
 - 1. The Contract Number – 460000xxxx, and
 - 2. The Contract Release Purchase Order Number – 45000xxxxx
 - 3. Consultant **must** accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency

The preferred method of receiving invoices is electronic. The Consultant should submit invoices by email & such invoices shall be submitted as follows:

APGroup@ieua.org

- F. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Consultant shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
 - G. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract, as approved by the Project Manager.
 - H. Consultant may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Consultant who has proposed accepting an invoice amount reduction in exchange for early payment. The Consultant may offer and the Agency may accept, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to a Consultant's invoice in exchange for payment of such invoice within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.
7. **CONTROL OF THE WORK:** The Consultant shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **PRICE ADJUSTMENT:** Pricing shall remain firm for the initial three (3) year Contract Term. Thereafter, annual price adjustments may be considered but shall not exceed the lesser of five percent (5%) or the most recent Consumer Price Index (CPI) applicable to Riverside County. Any request for a price adjustment must be submitted in writing at least 30 days prior to the contract renewal date and must include supporting documentation justifying the increase, such as supplier notices, cost breakdowns, or published index data. Requests submitted after the deadline or without sufficient justification will not be considered, and no

SECTION 5 - ATTACHMENTS

retroactive price adjustments will be permitted. All adjustments are subject to the prior written approval of the Project Manager.

9. FITNESS FOR DUTY:

A. Fitness: Consultant on the jobsite:

1. Shall report for work in a manner fit to do their job.
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. Compliance: Consultant shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the jobsite and shall immediately remove from the jobsite any employee determined to be in violation of these requirements. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

10. INSURANCE: During the term of this Contract, the Consultant shall maintain, at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

SECTION 5 - ATTACHMENTS

C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

- a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
- b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, or volunteers.
- d. The Consultant'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. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Consultant hereby grants to Agency a waiver of any right to subrogation which any insurer of the Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall provide the Agency with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right

SECTION 5 - ATTACHMENTS

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Risk Management
P.O. Box 9020
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for Consultant and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Consultant shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of providing the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant, its employees, or subconsultants.
- D. Subcontract Services: Any subconsultants for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. United States-Based Services: All Services performed under this Contract shall be performed by personnel physically located within the United States or its territories unless otherwise expressly authorized in writing by the Agency. Contractor shall ensure that all employees, subcontractors, and consultants performing Services under this Contract comply with this requirement throughout the Term of this Contract. No person located outside the United States or its territories shall be permitted to access, administer, monitor, manage, support, or otherwise interact with Agency systems or non-public Agency information without the Agency's prior written approval. Contractor shall remain responsible for ensuring compliance with this Section by all subcontractors utilized in connection with the Services. Contractor shall promptly notify the Agency upon becoming aware of any actual or suspected violation of this Section and shall cooperate with the Agency in investigating and remedying such violation. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall entitle the Agency to exercise any rights or remedies available under this Contract or at law, including termination for cause.

SECTION 5 - ATTACHMENTS

- F. Grant/Loan Funded Projects: Projects may be grant-funded. *[For Federal/State grant/loan-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review. Federal funds have additional requirements.]*
- G. Indemnification: Consultant shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents, and assigns, in the performance of work under this contract.
- H. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status, or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- J. Non-Conforming Work and Representation: Consultant represents that the Work and Documentation shall conform to the specifications described in the Contract. For a period of not less than one (1) year after acceptance of the completed work, Consultant shall, at no additional cost to the Agency, correct any and all errors in and non-conforming Work or Documentation regardless of whether any such errors or non-conforming Work or Documentation is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or non-conforming Work that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability, with respect to any claims arising out of the Work and the Consultant, shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or

SECTION 5 - ATTACHMENTS

relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.

2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Consultant shall comply, with the Agency Project Manager instructions. If the Consultant is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Consultant.
- L. Workers' Legal Status: For performance against this Contract, Consultant shall only utilize employees and/or subconsultants that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

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M. Prevailing Wage Requirements: RESERVED

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Consultant agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Consultant shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 3. If the Work includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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4. Notwithstanding anything to the contrary herein, Consultant's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Consultant. If the Agency reuses the Work or Documentation without Consultant's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

15. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Consultant's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Consultant: xxxxxxxx
xxxxxxx
xxxxxxx
xxxxxxx

Any notice given pursuant to this section shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission through the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. No assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any

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such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 7920 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Consultant as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Consultant.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination, as approved by the Project Manager.
23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.
25. PARTICIPATING PUBLIC AGENCIES: It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the duration of the term of the agreement with IEUA and shall be subject to the consultant's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to the consultant. IEUA will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

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26. LIQUIDATED DAMAGES: There are no liquidated damages.
27. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Consultant by the Project Manager.
28. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
29. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

XXXXXXXXXXXXXXXXXXXX:

XXXXXXXXX (Date)
XXXXXXXXX

XXXXXXXXX (Date)
XXXXXXXXX

APPENDIX A

Inland Empire Utilities Agency Cybersecurity Program Improvements Project (Business Impact Analysis, Disaster Recovery, and Business Continuity Plan Services)

General Grant Requirements

The Cybersecurity Program Improvements Project will be funded by the Environmental Protection Agency (EPA). The Inland Empire Utilities Agency (IEUA) is providing this compliance language to alert you of the applicable state and federal requirements for this project. Funding for this project includes the following:

Environmental Protection Agency (EPA) Community Project Funding –These General Terms and Conditions, effective October 1, 2025 or later, are provided for reference.

State and Federal grants and loans have regulatory requirements that the Inland Empire Utilities Agency (IEUA) is required to include in all contracts for work related to the performance of grant/loan. The contractors must assist IEUA in meeting the federal and state requirements that apply to the scope stated in their contracts. *If a sub is hired, the grant requirements language must be included in the sub's contract in its entirety.*

The table below provides more details about the specific requirements and must be included in all contracts for this project. *Final compliance language will be issued as an amendment once funding agreements are in place.* The table below highlights some key requirements included in this document but is not an exhaustive list.

Furthermore, the consultant or contractor is obligated to adhere to the Disadvantaged Enterprise requirements, regardless of whether any subcontractors or subconsultants are engaged. Details regarding compliance with these requirements are provided below.

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4.	Suspension and Debarment	24
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12.	Davis Bacon and Wage Determination	50-76

DISADVANTAGE BUSINESS ENTERPRISES (DBE) INSTRUCTIONS

Did you Meet the DBE Requirements?

IEUA has developed the following DBE requirements. Full compliance with these requirements must be achieved to secure project financing. Therefore, your due diligence is needed to meet the Good Faith Efforts (GFE) requirement of this solicitation.

IEUA's Grants Department will review the forms submitted with the bid or proposal package to determine if your GFE was performed **prior to the bid or proposal opening date**. Failure to complete the GFE before the opening date would jeopardize the project financing and will result in your bid or proposal being deemed non-responsive.

Please note that documentation of outreach (see GFE #1, below) may be submitted up to three business days after the bid closing.

GFEs #2 and #5 must be submitted with your bid package or you will be deemed non-responsive.

SIX GOOD FAITH EFFORTS (GFEs)

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

Provide documented outreach to DBEs, such as emails and/or call logs. This correspondence must occur prior to bid closing. **This outreach documentation may be submitted up to three business days after the bid closing date.**

2. Make information on forthcoming opportunities available to DBEs. **Post solicitations for bids or proposals for a minimum of 30 consecutive calendar days in an online publication, before the bid opening date. This must be accompanied by a newspaper posting, in print, for a minimum of one day, prior to the bid opening date.** Both must be completed in order to satisfy this requirement.

The solicitation shall include the project name, location, type of contracting opportunities that exist, bid opening date, and project contact information.

Proof that the ad was posted for 30 consecutive calendar days before the bid opening date must be included in the bid or proposal package. **If the bid or proposal package does not include proof that solicitation on the online publication was posted for 30 consecutive days**

and proof of a solicitation in a newspaper for a minimum of one day, you will be deemed non-responsive. An example of proof of compliance for this requirement is a screenshot of an online solicitation indicating the number of days it was posted.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

No documentation is required to be submitted with the bid or proposal package for this GFE.

4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.

No documentation is required to be submitted with the bid or proposal package for this GFE.

5. Use the services of the Small Business Administration (SBA) **and** the Minority Business Development Agency (MBDA) of the US Department of Commerce.

You must submit **proof that SBA and MBDA were utilized** with the bid or proposal package. Proof must show that outreach occurred prior to bid closing. **If this proof is not included with the bid or proposal package, you will be deemed non-responsive.** An example of proof of compliance for this requirement is a screenshot of the SBA website with an indication of dates posted.

To post to the **SBA** website, you may use the following steps:

Step 1: Visit <https://connect.sba.gov/>

Step 2: Click on “Sign in with login.gov”, accept the terms and conditions, and then click on “Subcontracting Network(Sub-Net).

Step 3: Post. Use Riverside or Los Angeles as the project area.

To post on **MBDA**, we recommend posting through the PACE Business Development Center.

Please go to this link: <https://pacelabdc.org/mbda/doing-business-with-prime-contractors/>

You will need to share a PDF of your bid request that includes the following information: 1) Company Name; 2) Bid Date & Time; 3) Bid Project Name; 4) NAICS Codes; 5) Point-of-Contact

6. If the prime contractor awards subcontracts, require the prime contractor to take the good-faith efforts steps 1 through 5.

The following online services are *examples* of those that may be utilized to satisfy the GFE requirements. While these resources, and others that provide similar services, are helpful in satisfying the GFE requirements, the CONTRACTOR is responsible for ensuring that compliance with these requirements has been met.

- <http://www.compliancenews.com/>
- <https://www.dbegoodfaith.com/>
- <http://goodfaitheffort.com/>

Any questions regarding these DBE requirements should be directed to the Project Manager.

GOOD FAITH EFFORTS COMPLIANCE CHECKLIST

Below is a checklist for the contractors' use to confirm that all GFE requirements were met. **This checklist is not required to be submitted and is only included for convenience.**

GFE No.	Good Faith Efforts (GFE)	GFE Met (Yes/No)	Backup Documentation Included? (Yes/No)
1	Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. Provide documented outreach to DBEs, such as emails and/or call logs. This correspondence must occur prior to bid closing. This outreach documentation may be submitted up to three business days after the bid closing date.		
2	Make information on forthcoming opportunities available to DBEs. Post solicitations for bids or proposals for a minimum of 30 consecutive calendar days in an online publication, before the bid opening date. This must be accompanied by a newspaper posting, in print, for a minimum of one day prior to the bid opening date. Both must be completed in order to satisfy this requirement.		
3	Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.		Not Applicable
4	Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.		Not Applicable
5	Use the services of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce. You must submit proof that SBA and MBDA were utilized with the bid or proposal package. Proof must show that outreach occurred prior to bid closing. If this proof is not included with the bid or proposal package, you will be deemed non-responsive. An example of proof of compliance for this requirement is a screenshot of the SBA website with an indication of dates posted.		
6	If the prime contractor awards subcontracts, require the prime contractor to take the steps above.		Not Applicable

Environmental Protection Agency

General Terms and Conditions

Effective October 1, 2025

Revision History:

The Environmental Protection Agency's General Terms and Conditions **are published and become effective October 1st at the start of the federal fiscal year.** Any additions, revisions, or changes to the terms and conditions after October 1 will be summarized below.

T&C Number	Effective Date	Description of Changes
30	June 1, 2026	Revised to reflect reactivation with iEdison

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Preface

1. Introduction

- (a) These terms and conditions are in addition to the assurances and certifications made as part of the award, the terms and conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the EPA General Terms and Conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in [2 CFR 200.339](#) and [2 CFR 200.340](#).
- (b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title [2 CFR Part 200](#) and [2 CFR Part 1500](#). 2 CFR 1500.2, Adoption of 2 CFR Part 200, states the EPA adopts the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the EPA policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of [2 CFR 200.110\(a\)](#) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Termination

Consistent with [2 CFR 200.340](#), EPA may terminate this award in part or its entirety:

- (a) If a recipient or subrecipient fails to comply with the terms and conditions of the award, including statutory or regulatory requirements;
- (b) With the consent of the recipient when both the recipient and the EPA agree upon the termination conditions, which include the effective date and, in the case of partial termination, the portion to be terminated;
- (c) If a recipient sends the EPA a written notification of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; however, if the EPA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the EPA may terminate the award in its entirety; or

- (d) Pursuant to the programmatic terms and conditions specified in the Federal award.
- (e) By the EPA or pass-through entity to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of Federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See [2 CFR 1500.9](#).

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under [31 CFR 208.4](#); or,
- The recipient is a fellowship recipient pursuant to [40 CFR Part 46](#).

EPA will not make payments to recipients until the ASAP enrollment is completed or if recipients fall under one of the above categories. EPA's Research Triangle Park Finance Division (RFD) will initiate the ASAP enrollment based on the key contact information on the grant application. The "payee" on the key contacts form will receive an email from ASAP indicating the steps required for completing the enrollment. Recipients may request exceptions using the procedures below.

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA RFD, at rtpfc-grants@epa.gov, or by visiting: <https://www.fiscal.treasury.gov/asap/>.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#).

Proper Payment Drawdown (for recipients other than States)

- (a) As required by [2 CFR 200.305\(b\)](#), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors, subrecipients or to satisfy other obligations for allowable costs under this assistance

agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within five (5) business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

- (b) Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, five (5) business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within fifteen (15) business days of draw down or be returned to EPA.
- (c) If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. The recipient must comply with the requirements at [2 CFR 200.305\(b\)\(11\)](#) regarding depositing advances of Federal funds in interest bearing accounts.
- (d) Returning Funds: [Pay.gov](https://www.pay.gov) is the preferred mechanism to return funds. It is free, secure, paperless, expedient, and does not require the recipient//vendor to create an account. Contact EPA RFD at rtpfc-grants@epa.gov to obtain complete instructions. Additional information is available at the [Pay.gov website](https://www.pay.gov). Information on how to repay EPA via check is available at <https://www.epa.gov/financial/makepayment>. Instructions on how to return funds to EPA electronically via ASAP are available at <https://www.fiscal.treasury.gov/asap/>.
- (e) Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under [2 CFR 200.208](#) and/or [2 CFR 200.339](#).
- (f) If the recipient believes that there are extraordinary circumstances that prevent it from complying with the five (5) business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in [RAIN-2018-G06-R](#). EPA will grant exceptions to the five (5) business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest. EPA will grant exceptions to the five (5) business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with [2 CFR 200.305\(a\)](#), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified [at 31 CFR Part 205, Subparts A and B](#) and [Treasury Financial Manual \(TFM\) 4A-2000, "Overall Disbursing Rules for All Federal Agencies"](#) unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, [Subpart A—Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement](#), States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the

Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, [Subpart B—Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement](#), which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with [2 CFR 200.302\(a\)](#) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. Prohibition on Certain Telecommunications and Video Surveillance Service Equipment or Services

Prohibition on covered telecommunications and video surveillance services or equipment is effective on all obligations and expenditures of EPA financial assistance funding as of August 13, 2020, including awards made before that date.

As required by [2 CFR 200.216](#), EPA recipients and subrecipients, including borrowers under EPA-funded revolving loan fund programs, are prohibited from obligating or expending Federal loan or grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to [2 CFR 200.216\(c\)](#), “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consistent with [2 CFR 200.471](#), costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- (a) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in [2 CFR 200.216](#) to:
- (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889 of [Public Law 115-232](#), are recorded in the [System for Award Management](#) exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

- (1) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
- (2) Multiply the hourly rate by eight (8) hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See [2 CFR 1500.10](#).

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable subaward provisions of 2 CFR Part 200 and the [EPA Subaward Policy](#).

As a pass-through entity, the recipient agrees to:

1. Select subrecipients and conduct subaward competitions, as appropriate, using a system that properly differentiates between subrecipients and procurement contractors consistent with the differentiating characteristics explained in 2 CFR

[200.331](#) and EPA’s supplemental guidance in [Appendix A of the EPA Subaward Policy](#).

2. Verify that the potential subrecipient is not excluded or disqualified in accordance with the verification methods provided in [2 CFR 180.300](#), such as confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
3. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by [2 CFR 200.332\(b\)](#). EPA has developed a template for subaward agreements that is available in [Appendix D of the EPA Subaward Policy](#).
4. Prior to making subawards, ensure that each subrecipient has a “Unique Entity Identifier” (UEI). The UEI is required by [2 CFR Part 25](#) and [2 CFR 200.332\(b\)](#). Subrecipients are not required to complete full [System for Award Management \(SAM.gov\)](#) registration to obtain a UEI. Information regarding obtaining a UEI is available at the System for Award Management (SAM.gov) Internet site: <http://www.sam.gov/SAM/> and in the General Condition of the pass-through entity’s agreement with EPA entitled “**System for Award Management and Universal Identifier Requirements**” T&C of the pass-through entity’s agreement with the EPA.
5. Ensure that subrecipients are aware of the requirements that apply to the subaward, including those that flow down from the recipient, as required by [2 CFR 200.332\(b\)](#) and monitor the activities of the subrecipient to ensure compliance with these requirements per [2 CFR 200.332\(e\)](#). These requirements include, among others:
 - a. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable, including provisions protecting free speech, religious liberty, public welfare, and the environment per [2 CFR 200.300\(a\)](#), as well as regulations, including [2 CFR 200.300\(b\)](#) prohibiting discrimination based on sex.
 - b. Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity’s agreement with EPA entitled “**Reporting Subawards and Executive Compensation.**”
 - c. Limitations on individual consultant fees as set forth in [2 CFR 1500.10](#) and the General Condition of the pass-through entity’s agreement with EPA entitled “**Consultant Fee Cap.**”
 - d. EPA’s prohibition on paying management fees as set forth in General Condition of the pass-through entity’s agreement with EPA entitled “**Management Fees.**”
 - e. The Procurement Standards in [2 CFR Part 200](#) including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants) and Domestic preferences for procurements at [2 CFR 200.322](#).
 - f. Other statutes, regulations and Executive Orders that may apply to subawards

are described at [Information on Requirements that Pass-Through Entities must “Flow Down” to Subrecipients](#). Many Federal requirements are agreement- or program-specific, and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

6. Establish and follow a system for evaluating subrecipient fraud risk and risk of noncompliance with a subaward to determine the appropriate monitoring described at [2 CFR 200.332\(c\)](#) and consider whether, based on the evaluation of risk, additional monitoring tools may be useful as described in [2 CFR 200.332\(f\)](#). When evaluating a subrecipient’s risk, a pass-through entity should consider:
 - a. The subrecipient’s prior experience with same or similar subawards;
 - b. Results of previous audits, including considering whether the subrecipient receives a Single Audit, in accordance with [2 CFR Part 200, Subpart F](#) and the extent to which the same or similar subawards have been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially change systems, and
 - d. The extent and results of any Federal agency monitoring (for example, if the subrecipient also receives Federal awards directly from the Federal agency).
7. Establish and follow a process for deciding whether to implement specific conditions in subawards based on risk factors, as described in [2 CFR 200.208](#), and notify EPA of the specific conditions as required by [2 CFR 200.332\(d\)](#). Examples of specific conditions, per [2 CFR 200.208](#), may include:
 - a. Requiring payments as reimbursements rather than advance payments;
 - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
 - c. Requiring additional or more detailed financial reports;
 - d. Requiring additional or project monitoring;
 - e. Requiring the recipient or subrecipient to obtain technical or management assistance; or
 - f. Establishing additional prior approvals.
8. Establish and follow a system for monitoring subrecipient performance that includes the elements required at [2 CFR 200.332\(e\)](#), such as reviewing financial and performance reports, and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.
9. Ensure that a subrecipient provides a plan for and takes corrective action on all significant developments that negatively affect the subaward. Per [2 CFR 200.332\(e\)\(2\)](#), significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions that will impact their ability to meet the milestones or objectives of the subaward.
10. Establish and maintain an accounting system which ensures compliance with the \$50,000 limitation at [2 CFR 200.1](#), *Modified Total Direct Costs*, if applicable,

on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

- 11.** Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA) prior to awarding a subaward to a foreign or international organization or a subaward to be performed in a foreign country, even if that subaward is described in a proposed scope of work.
- 12.** Obtain prior written approval from the EPA's Award Official for any subawards or subaward activities that are not described in the approved work plan in accordance with [2 CFR 200.308](#). As provided in [2 CFR 200.308\(f\)\(6\)](#), recipients must obtain prior approval to change a named subrecipient from the EPA Award Official if the pass-through entity described the original subrecipient's qualifications and/or performance history in the competitive application. Recipients must contact their Project Officer to begin the prior approval process.
- 13.** Obtain prior written approval from the EPA's Award Official before awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.
- 14.** Establish and follow written procedures under [2 CFR 200.302\(b\)\(7\)](#) for determining that subaward costs are allowable in accordance with [2 CFR Part 200, Subpart E](#) and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.
- 15.** Verify that the subrecipient is audited, as applicable, per [2 CFR part 200, Subpart F](#), and establish and maintain a system under [2 CFR 200.332\(g\)](#) and [2 CFR 200.521](#) for issuing management decisions for audits of subrecipients that relate to the Federal award from the recipient. The recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are either reimbursed or offset with allowable costs, regardless of whether the recipient recovers those costs from the subrecipient.
- 16.** As provided in [2 CFR 200.333](#), pass-through entities must obtain EPA approval to make fixed amount subawards. Recipients should consult with their EPA Project Officer regarding how to obtain EPA approval.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 16 above or will refrain from making subawards until the systems are designed and implemented.

Subawards to Federal Agencies – Clarity on Applicable EPA Terms and Conditions: If the subrecipient is a Federal agency, the only provisions of the EPA General Terms and Conditions implementing 2 CFR Part 200 on subawards that apply are: (1) the requirement for the Federal agency to obtain a Unique Entity Identifier (UEI) in accordance with 2 CFR Part 25 as described in Item 4 above and (2) the requirement for the recipient to report on first-tier subawards as described in EPA General Term and Condition 15.1, “Reporting of first tier subawards.”

As provided within [2 CFR 200.101\(a\)\(2\)](#), all other provisions of 2 CFR Part 200, Subparts A through E, do not apply to subawards with federal agencies. Transactions between the recipient and the Federal agency subrecipient will be governed by the Federal agency subrecipient’s cost reimbursement agreement with the recipient.

9. Management Fees

Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g., for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C.

Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

13. Union Organizing

Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

Reporting and Additional Post-Award Requirements

14. System for Award Management and Universal Identifier Requirements

- 14.1 Requirement for System for Award Management (SAM)** Unless exempted from this requirement under [2 CFR 25.110](#), the recipient must maintain current and active registration SAM.gov. The recipient's registration must always be current and active until it submits all final reports required under this Federal award or receive the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three (3) years.
- 14.2 Requirement for Unique Entity Identifier (UEI).** If the recipient is authorized to make subawards under this award, the recipient:
- a. Must notify potential subrecipients that no entity may receive a subaward unless the entity has provided its UEI to the recipient.
 - b. Must not make a subaward to an entity unless the entity has provided its UEI. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
- 14.3 Definitions.** For the Purpose of this award term:
- a. **System for Award Management (SAM.gov)** means the Federal repository into which an entity must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at: <https://sam.gov/>.)
 - b. **Unique Entity Identifier** means the universal identifier assigned by SAM.gov to uniquely identify an entity.
 - c. **Entity** is defined at [2 CFR 25.400](#) and includes all of the following types as defined in [2 CFR 200.1](#):
 - 1) Non-federal entity,
 - 2) Foreign organization;
 - 3) Foreign public entity;
 - 4) Domestic for-profit organization; and
 - 5) Federal agency.

- d. **Subaward** has the meaning given in [2 CFR 200.1](#)
- e. **Subrecipient** has the meaning given in [2 CFR 200.1](#)

15. Reporting Subawards and Executive Compensation

15.1 Reporting of first tier subawards.

- a. **Applicability.** Unless the recipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report each action that obligates \$30,000 or more in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000.
- b. **Reporting Requirements.** (1) The entity or Federal agency must report each subaward described in paragraph 15.1.a of this award term at the [System for Award Management \(SAM.gov\)](#). (2) For subaward information, report no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

15.2 Reporting Total Compensation of Recipient Executives.

- a. **Applicability.** The recipient must report the total compensation for each of its five (5) most highly compensated executives for the preceding completed fiscal year, if:
 - 15.2.a.1.** The total Federal funding authorized to date under this award is \$30,000 or more;
 - 15.2.a.2.** In the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
 - 15.2.a.3.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: [http:// www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
- b. **Reporting Requirements.** The recipient must report executive total compensation described in paragraph 15.2.a of this award term: (i.) As part of the recipient's registration profile at <https://www.sam.gov> (ii.) No later than the end of the month following the month in which this award is made, and annually thereafter (For example if this award was made on any date of November in a given year, the executive total compensation must be reported by no later than December 31 of that year.)

15.3 Reporting Total Compensation of Subrecipient Executives.

- a. Applicability.** Unless a first-tier subrecipient is exempt as provided in paragraph 15.4. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
- 15.3.a.1.** The total federal funding authorized to date under the subaward equals or exceeds \$30,000; and
- 15.3.a.2.** In the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
- 15.3.a.3.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: [http:// www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm).)
- b. Reporting Requirements.** Subrecipients must report their executive total compensation described in paragraph 15.3.a. of this award term to the recipient. The recipient is required to submit this information to SAM.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30th of that year).

15.4 Exemptions

- a.** If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
- 15.4.a.1.** (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

15.5 Definitions. For purposes of this award term:

- a. Entity:** includes:
- (1) whether for profit or nonprofit: (i) A corporation; (ii) An association; (iii) A partnership; (iv) A limited liability company; (v) A limited liability partnership; (vi) A sole proprietorship; (vii) Any other legal business entity; (viii) Another grantee or contractor that is not excluded by subparagraph (2); and (ix) Any State or locality.
- (2) It does not include: (i) An individual recipient of Federal financial assistance; or (ii) A Federal employee.

- b. **Executive** means an officer, managing partner, or any other employee holding a management position.
- c. **Subaward:** has the meaning given in [2 CFR 200.1](#).
- d. **Subrecipient** has the meaning given in [2 CFR 200.1](#).
- e. **Total compensation** means the cash and noncash dollar value an executive earns during the recipient's or subrecipient's preceding fiscal year. This includes all items of compensation as prescribed in [17 CFR 229.402\(c\)\(2\)](#).

16. Recipient Integrity and Performance Matters – Reporting of Matters Related to Recipient Integrity and Performance

16.1 General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to [SAM.gov](#) that is made available in the designated integrity and performance system (currently the responsibility/qualification information) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

16.2 Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

16.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

16.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

16.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

16.2.c.4. Any other criminal, civil, or administrative proceeding if:

16.2.c.4.1. It could have led to an outcome described in paragraph 16.2.c.1, 16.2.c.2, or 16.2.c.3 of this award term and condition;

16.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

16.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

16.3 Reporting Procedures

Enter in SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

16.4 Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 16.1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

16.5 Definitions

For purposes of this award term and condition:

- a.** Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b.** Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c.** Total value of currently active grants, cooperative agreements, and procurement contracts includes –
 - 16.5.c.1.** Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 16.5.c.2.** The value of all expected funding increments under a Federal award and options, even if not yet exercised.

17. Federal Financial Reporting (FFR)

Pursuant to [2 CFR 200.328](#) and [2 CFR 200.344](#), EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document in accordance with [2 CFR 200.208](#). EPA recipients must submit the SF-425 no later than thirty (30) calendar days after the conclusion of each specified reporting period for quarterly and semi-annual reports and ninety (90) calendar days for annual reports. Final reports are due no later than one hundred and twenty (120) calendar days after the conclusion of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: <https://www.epa.gov/grants/sf-425-federal-financial-report>. All FFRs must be submitted to the EPA Research Triangle Park Finance Division (RFD) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
Research Triangle Park Finance Division (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27703

The EPA RFD will make adjustments as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

18. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are [statutory or regulatory limits on IDCs](#). See also [EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements](#) (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional
 - Final
 - Fixed rate with carry-forward
 - Predetermined
 - Grants awarded before October 1, 2024 - 10% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#)
 - Grants awarded on or after October 1, 2024 – up to a 15% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#)

- Grants amended to incorporate the October 2024 Revisions to 2 CFR 200 – up to a 15% de minimis rate of modified total direct costs authorized by [2 CFR 200.414\(f\)](#), effective as of the date of the amendment and going forward, cannot be applied retroactively
- EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy
- “Exempt” State or local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding in its fiscal year and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate(s) on the approved rate agreement in place at the time of award during the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term “life of the assistance agreement”, means each competitive segment of the project. If negotiated rate agreements do not extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the award. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency, or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred. If the recipient’s indirect cost rate has not been finalized within one year after the period of performance ends, the EPA Grants Management Officer is authorized to close the recipient’s award using their most recently negotiated rate per [2 CFR 200.344\(h\)](#).

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with [2 CFR 200.332\(b\)\(4\)\(i\) and \(ii\)](#) when establishing indirect cost rates for subawards.

19. Audit Requirements

In accordance with [2 CFR 200.501\(a\)](#), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$1,000,000 or more in total Federal funds in the recipient’s fiscal year.

The recipient must submit a single audit report within nine (9) months of the end of the recipient’s fiscal year or thirty (30) days after receiving the report from an independent auditor. The single audit report MUST be submitted using the Federal Audit Clearinghouse available at: <https://fac.gov/>. For complete information on how to accomplish the single audit submissions, the recipient will need to visit the Federal Audit Clearinghouse Web site: <https://fac.gov/>.

20. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: <https://www.epa.gov/grants/frequent-questions-about-closeouts>.

21. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by [2 C.F.R. Part 1532](#). Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of [2 C.F.R. Part 180](#), entitled “Covered Transactions,” and [2 C.F.R. § 1532.220](#), includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under [2 C.F.R. § 180.335](#) to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the SAM.gov exclusion list at <https://sam.gov> to determine whether an entity or individual is presently excluded or disqualified.

22. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months, where the awarding agency is aware of the conviction, unless

an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding twenty-four (24) months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in [2 CFR 200.339](#) and [2 CFR 200.340](#) and may also pursue suspension and debarment.

23. Disclosing Conflict of Interest

23.1 For Awards to Recipients, Subrecipients, and Individuals (other than States and Tribes that have procurement policies and procedures, and fellowship recipients under 40 CFR Part 46)

As required by [2 CFR 200.112](#), EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of discovery of the COI. The Grant Specialist will respond to any such disclosure within thirty (30) calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grant Specialist listed on the

Assistance Agreement/Amendment within thirty (30) calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within thirty (30) days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate [2 CFR 200.318\(c\)\(1\) or \(2\)](#), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

23.2 For Awards to States and Tribes, Including State Universities that are State Agencies or Instrumentalities and Tribal Colleges and Universities that are Tribal Agencies or Instrumentalities

As required by [2 CFR 200.112](#), EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2025.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of discovery

of the COI. The Grant Specialist will respond to any such disclosure within thirty (30) calendar days.

States, including State universities that are State agencies and instrumentalities, and Tribes including Tribal Colleges and Universities that are Tribal Agencies or Instrumentalities, receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by [2 CFR 200.1](#). Any other COI are subject to State and Tribal laws, regulations, and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States and Tribes who are pass-through entities as defined at [2 CFR 200.1](#) must require that subrecipients being considered for or receiving subawards disclose COI to the State or Tribe in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States and Tribes must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grant Specialist listed on the Assistance Agreement/Amendment within thirty (30) calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to State and Tribal pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise State and Tribal pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within thirty (30) days of receipt of the State's or Tribe's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States and Tribes may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the State or Tribe and EPA may result in cost disallowances.

Disclosure of potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate [2 CFR 200.318\(c\)\(1\) or \(2\)](#), provided the subrecipient has taken measures that EPA and the State or Tribe agree eliminate, neutralize or mitigate the conflict of interest.

24. Transfer of Funds

24.1 Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total award exceeds the

Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$350,000 but the amount is subject to adjustment.

- (1) As provided at [2 CFR 200.308\(i\)](#), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget, as last approved by EPA, including cost share. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.
- (2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Prior approval by EPA's Grants Management Officer is required if the transfer involves any of the items listed in [2 CFR 200.407](#) that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

24.2 Post-Award Changes for Continuing Environmental Program Grants

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$350,000 but the amount is subject to adjustment.

To determine if a post-award change in work plan commitments is significant and requires prior written approval for the purposes of [40 CFR §35.114\(a\)](#) or [40 CFR §35.514\(a\)](#), the recipient agrees to consult the EPA Project Officer before making the change. The term work plan commitments is defined at [40 CFR §35.102](#). If the PO determines the change is significant, the recipient cannot make the change without prior written approval by the EPA Award Official or Grants Management Officer.

The recipient must obtain written approval from the EPA Award Official prior to transferring funds from one budget category to another if the EPA Award Official determines that such transfer significantly changes work plan commitment(s). All transfers must be reported in required performance reports. In addition, unless approved with the budget at the time of award, Continuing Environmental Program (CEP) recipients must also obtain prior written approval from the EPA Award Official or Grants Management Officer to use EPA funds for directly charging compensation for administrative and clerical personnel under [2 CFR 200.413\(c\)](#) and the General Provisions for Selected Items of Cost allowability at [2 CFR 200.420](#) through [2 CFR 200.476](#) as supplemented by [EPA's Guidance on Selected Items of Cost](#). The recipient is not required to obtain prior written approval from the EPA Award Official for other items requiring prior EPA approval listed in [2 CFR 200.407](#).

25. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any

means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g., 18 U.S.C. 1001).

26. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under [2 CFR 200.308\(g\)\(2\)](#). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA at least ten (10) calendar days before the conclusion of the period of performance as required by [2 CFR 200.308\(f\)\(10\)](#). **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

27. Utilization of Disadvantaged Business Enterprises

The recipient agrees to comply with the following requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements as described below.

1) Six Good Faith Effort, 40 CFR Part 33, Subpart C

Pursuant to [40 CFR 33.301](#), the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. The specific six good faith efforts can be found at: [40 CFR 33.301 \(a\)-\(f\)](#).

For EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts ([40 CFR 33.304](#)). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

2) Contract Administration Provisions, 40 CFR 33.302

The recipient agrees to comply with the contract administration provisions of [40 CFR Section 33.302](#) (a)-(d) and (i).

3) Bidders List, 40 CFR 33.501(b) and (c)

Recipients of a Continuing Environmental Program (CEP) Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to,

or chooses to follow, competitive bidding requirements. Refer to [40 CFR 33.501 \(b\) and \(c\)](#) for specific requirements and exemptions.

The EPA has suspended the following DBE Program requirements in accordance with class exceptions authorized pursuant to the authority in [2 CFR 1500.4\(b\)](#). Refer to [RAIN-2025-G02](#) and [RAIN-2019-G10](#) for details.

- 1) EPA MBE/WBE Certification, 40 CFR Part 33, Subpart B
- 2) Fair Share Objectives, 40 CFR Part 33, Subpart D
- 3) MBE/WBE Reporting, 40 CFR Part 33, Subpart E

Programmatic General Terms and Conditions

28. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

29. Copyrighted Material and Data

In accordance with [2 CFR 200.315](#), EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, Tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other recipients to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the recipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this grant as a result of:

- The selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data, or
- Termination or expiration of this agreement.

In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

30. Patents and Inventions

The EPA is a current active agency in iEdison. This T&C was updated on June 1, 2026, to reflect the requirement to submit through iEdison.

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title [37 CFR Part 401](#) and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <https://www.nist.gov/iedison>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <https://www.nist.gov/iedison>. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other Federal laboratories, State and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

31. Acknowledgement Requirements for Non-Research Assistance Agreements

The recipient agrees that any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: “This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency.”

Recipients of EPA research awards must follow the acknowledgement requirements outlined in the research T&Cs available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. In accordance with the [Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards \(Uniform Guidance\), 2 CFR §200](#), recipients of EPA research must abide by the research T&Cs.

32. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in [40 CFR Part 7](#), which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through Electronic and Information Technology (“EIT”). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient’s websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at [36 CFR Part 1194](#). While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C’s Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

33. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research: (i) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (ii) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens [40 CFR 26.102\(e\)\(I\)](#).

No research involving human subjects shall be conducted under this agreement without prior written approval of the EPA Human Subject Research Review Official (HSRRO) to proceed with that research. If engaged in human subjects’ research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and

additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17A (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA HSRRO after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by [40 CFR 26.109\(e\)](#). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the EPA HSRRO via the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the EPA HSRRO via the Project Officer, even if the event is not reportable to the IRB of record.

34. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131- 2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the [Guide for the Care and Use of Laboratory Animals](#), prepared by the Institute of Laboratory Animal Resources, National Research Council.

35. Light Refreshments and/or Meals

(a) APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or

meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s)
- (2) A description of the purpose, agenda, location, length, and timing for the event, and
- (3) An estimated number of participants in the event and a description of their roles

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any discrete portion of an event or meeting, such as a reception, banquet, or another similar entertainment-oriented activity, where alcohol is served, purchased, or otherwise available as part of the discrete portion of the event or meeting, even if EPA funds are not used to purchase the alcohol. This restriction does not prohibit a recipient from using its own funds, private donations, or separate fees charged to the meeting attendees (that are not program income) for discrete portions of events or meetings, such as receptions, banquets, or another similar entertainment-oriented activity where alcohol is served.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. ([41 CFR 301-74.7](#))

(b) FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the State maintains systems capable of complying with Federal grant regulations at [2 CFR 200.432](#) and [2 CFR 200.438](#), EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described in paragraph (a) above. The State may follow its own procedures without requesting prior approval from EPA. However, notwithstanding State policies, EPA funds may not be used for (1) Meetings (e.g. routine staff meetings) that do not meet the definition of "Conference" in [2 CFR 200.432](#), (2) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event

(including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the State is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

36. Tangible Personal Property

36.1 Reporting

Pursuant to [2 CFR 200.312](#) and [2 CFR 200.314](#), property reports, if applicable, are required for Federally-owned property in the custody of a recipient or subrecipient upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$10,000 not needed for any other Federally funded programs or projects must be reported. For Superfund awards under Subpart O, refer to [40 CFR 35.6340](#) and [40 CFR 35.6660](#) for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

36.2 Disposition

36.2.1. Most Recipients or Subrecipients. Consistent with [2 CFR 200.313](#), unless instructed otherwise on the official award document, this award term, or at closeout, the recipient or subrecipient, including a subrecipient of a State or an Indian Tribe, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other Federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.2. State Agencies. Per [2 CFR 200.313\(b\)](#), recipients that are State agencies must manage and dispose of equipment acquired under this assistance agreement in accordance with State laws and procedures.

36.2.3. Indian Tribes. Per [2 CFR 200.313\(b\)](#), recipients that are Indian Tribes must manage and dispose of equipment acquired under this assistance agreement in accordance with Tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes, unless instructed otherwise on the official award document or at closeout, may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other Federally funded projects whether or not the project or program continues to be supported by Federal funds.

36.2.4. Superfund Recipients. Equipment purchased for Superfund projects under Subpart O is subject to specific disposal options in accordance with [40 CFR Part 35.6345](#).

37. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with [EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern](#) (EPA DURC Order) [and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern \(iDURC Policy\)](#). If the recipient is an institution within the United States that receives funding

through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* "*Life Sciences Research*," for purposes of the EPA DURC Order, and based on the definition of research in [40 CFR §26.102\(d\)](#), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with OMB Circular A-11.]

38. Research Misconduct

In accordance with [2 CFR 200.329](#), the recipient and subrecipient agree to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

- (1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - A. Public health or safety is at risk
 - B. Agency resources or interests are threatened
 - C. Circumstances where research activities should be suspended
 - D. There is a reasonable indication of possible violations of civil or criminal law
 - E. Federal action is required to protect the interests of those involved in the investigation
 - F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved
 - G. Circumstances where the research community or public should be informed. [65 FR 76263.III]

- (2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

39. Scientific Integrity Terms and Conditions

The recipient agrees to comply with [EPA's Scientific Integrity Policy](#) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

39.1 Scientific Products

39.1.1. Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA [information quality guidelines](#), [quality policy](#), and peer review policy.

39.1.2. Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

39.1.3. Adhere to [EPA's Peer Review Handbook, 4th Edition](#), for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

39.2 Scientific Findings

39.2.1. Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

39.2.2. Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

39.2.3. Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

39.2.4. Document the use of independent validation of scientific methods.

39.2.5. Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

39.2.6. Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

39.3 Scientific Misconduct

39.3.1. Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

39.3.2. Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

39.3.3. Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in [EPA's Policy and Procedures for Addressing Research Misconduct](#), Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution.

39.3.4. Take the actions required on the part of the recipient described in the EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

39.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8>. A training video is available at: <https://youtu.be/Zc0T7fooot8>.

40. Procurement of Synthetic Nucleic Acids and Benchtop Nucleic Acid Synthesis Equipment

The recipient must procure synthetic nucleic acids and benchtop nucleic acid synthesis equipment, as defined in the [2024 Office of Science and Technology Policy \(OSTP\) Framework for Nucleic Acid Synthesis Screening \(Framework\)](#), from providers or manufacturers that attest to adhering to the Framework. The attestation may be posted on a public website or provided directly to the recipient upon request. The recipient must include this requirement in all lower tier agreements (for example subrecipients or subcontractors).

Public Policy Requirements

41. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in SAM.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing Federal and EPA regulations.

(a) Statutory Requirements

- i. In carrying out this agreement, the recipient must comply with:
 - 1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, by entities receiving Federal financial assistance.
 - 2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - 3) The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
- ii. If the recipient is an education program or activity (e.g., school, college, or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:
 - 1) Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
- iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
 - 1) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

(b) Regulatory Requirements

- i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - 1) For Title IX obligations, [40 C.F.R. Part 5](#); and
 - 2) For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, [40 C.F.R. Part 7](#).

Note that for financial assistance awarded to any entity, including any subrecipient, in the State of Louisiana, pursuant to a permanent injunction issued by the U.S. District Court for the Western District of Louisiana, EPA will not impose any disparate-impact or cumulative-impact-analysis requirements under Title VI of the Civil Rights Act of 1964 in any pre-award assurances or terms and conditions accompanying the application for and receipt of this grant award.

 - 3) The statutory and national policy requirements at [2 CFR 200.300\(a\)](#).
 - 4) For Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in accordance with [2 CFR 200.300](#).
 - 5) As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements as applicable, including, but not limited to collecting, maintaining, and providing upon request compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

(c) Title VI – Limited English Proficiency (LEP) and Affirmative Compliance Obligation

- i. Recipients of EPA financial assistance shall provide services to individuals with limited English proficiency in a manner consistent with applicable Federal civil rights statutes, regulations, and Executive Orders. Recipients may refer to [Executive Order 14224](#).
- ii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective federal civil rights compliance programs, as required by EPA’s nondiscrimination regulations at 40 C.F.R. Parts 5 and 7, and ensure that it does not discriminate in its programs and activities in violation of federal civil rights laws and regulations. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented, or to otherwise demonstrate how it is meeting its Federal civil rights obligations. For further assistance on civil rights compliance, the recipient may refer to the EPA document entitled, “Civil Rights Guidance on Procedural Safeguards: Requirements and Best Practices.” The Guidance can be found at: <https://www.epa.gov/external-civil-rights/civil-rights-guidance-procedural-safeguards>.

42. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title [2 CFR Part 1536 Subpart B](#). Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its Federal awards and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title [2 CFR Part 1536 Subpart C](#).

The consequences for violating this condition are detailed under Title [2 CFR Part 1536 Subpart E](#). Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

43. Hotel-Motel Fire Safety

Pursuant to U.S.C. 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

44. Lobbying Restrictions

- a) **This assistance agreement is subject to lobbying restrictions as described below. Applicable to all assistance agreements:**
 - i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at [2 CFR Part 200](#) which generally

prohibits the use of Federal grant funds for litigation against the U.S. or for lobbying or other political activities.

- ii. The recipient agrees to comply with Title [40 CFR Part 34](#), New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the contract provisions provided in [Appendix II to Part 200](#).
- v. By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over \$100,000:

- i. By accepting this award, the recipient certifies, to the best of its knowledge and belief that:
 - 1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked [Standard Form -- LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
 - 3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

45. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

46. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in [40 CFR Part 247](#).

- a) Consistent with section 6002 of RCRA (42 U.S.C. 6962) and [2 CFR 200.323](#), the recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of the recipient's or the subrecipient's fiscal year or where the quantity of such items acquired in the course of the recipient's or subrecipient's preceding fiscal year was \$10,000 or more. Pursuant to [40 CFR 247.2\(d\)](#), the recipient or subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

47. Trafficking in Persons

a) Provisions applicable to a recipient that is a private entity receiving funds under the award.

- i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not engage in:
 - 1) Severe forms of trafficking in persons
 - 2) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - 3) The use forced labor in the performance of this award or any subaward; or
 - 4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from

which the employee was recruited upon the end of employment if requested by the employee, unless:

- A. Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreements; or
 - B. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging recruited employees a placement or recruitment fee; or
 - v. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
- 1) Is determined to have violated a prohibition in paragraph 47.a.i. of this award term; or
 - 2) Has an employee that is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 47.a.i. of this award term through conduct that is either:
 - i. Associated with the performance under this award; or
 - ii. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non- procurement)," as implemented by EPA at [2 CFR Part 1532](#).

b) Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- i. Is determined to have violated an applicable prohibition in paragraph 48.a.i. of this award term; or
- ii. Has an employee that is determined to have violated a prohibition in paragraph 48.a.i. of this award term through conduct that is either:
 - 1) Associated with the performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by EPA at [2 CFR Part 1532](#).

c) Provisions applicable to any recipient

- i. The recipient must inform the EPA and the EPA's OIG immediately of any information received from any source alleging a violation of a prohibition in paragraph 48.a.i. of this award term.
- ii. The EPA's right to terminate unilaterally that is described in paragraphs 48.a. and 48.b.:
 - 1) Implements the requirements of 22 U.S.C. Chapter 78, and
 - 2) Is in addition to all other remedies for noncompliance that are available to the EPA under this award.
- iii. The recipient must include the requirements of paragraph 48.a.1. of this award term in any subaward made to a private entity.
- iv. If applicable, the recipient must also comply with the compliance plan and certification requirements in [2 CFR 175.105\(b\)](#).

d) Definitions. For purposes of this award term:

- i. "Employee" means either:
 - 1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or States as defined in [2 CFR 200.1](#)
- iii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and involuntary servitude" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7102).

48. Build America, Buy America – Required Use of American Iron, Steel, Manufactured Products, and Construction Materials (effective October 23, 2023, and forward)

Buy America Preference. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

- (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the

components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the [EPA Build America, Buy America website](#).

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this assistance agreement or to determine if there is an approved waiver in place, please contact the EPA Project Officer for this agreement.

Definitions. For legal definitions and sourcing requirements, the recipient must consult the [EPA Build America, Buy America website](#), [2 CFR Part 184](#), and the [Office of Management and Budget's \(OMB\) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

49. Required Certifications and Consequences of Fraud

Per [2 CFR 200.415\(a\)](#), financial reports must include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

As outlined in [2 CFR 200.415\(b\)](#), subrecipients of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

The certifications must be maintained in accordance with the record retention requirements at [2 CFR 200.334](#).

50. Reporting Waste, Fraud and Abuse

Consistent with [2 CFR 200.113](#), the recipient and any subrecipients of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the [EPA Office of Inspector General \(OIG\)](#). The methods to contact the EPA OIG are (1) online submission via the [EPA OIG Hotline Complaint](#)

[Form](#); (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be [downloaded or printed](#) or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII to 2 CFR Part 200](#).

51. Whistleblower Protections

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 and [2 CFR 200.217](#) providing that an employee of the recipient or subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, grant, or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract), grant. These covered persons or bodies include:

- a. A member of Congress or representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court of grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the [EPA Office of Inspector General's Whistleblower Protection page](#).

52. Access to Records

In accordance with [2 CFR 200.337](#), EPA, the pass-through entity, the EPA OIG, and the Comptroller General of the United States have the right to access any records of the recipient and subrecipient pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained.

53. Federal Anti-Discrimination Laws

By accepting this EPA financial assistance agreement, (A) the recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and (B) the recipient certifies that it does not operate any programs violating any applicable Federal anti-discrimination law or promoting any such violation.

"General Decision Number: CA20260026 07/14/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
San Bernardino

Building Construction Projects

Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)

Heavy Construction Projects (excludes water well drilling)

Highway Construction Projects

Modification Number	Publication Date
2	01/23/2026
3	05/18/2026
4	07/14/2026

ASBE0005-002 07/01/2024

Rates

Fringes

ASBESTOS WORKERS/INSULATOR (INCLUDES THE
APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE
COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF
MECHANICAL SYSTEMS).....\$ 56.32

26.52

ASBE0005-002 09/01/2024

Rates

Fringes

FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING
MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN
WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....\$ 39.94

20.65

ASBE0005-004 07/04/2022

Rates

Fringes

ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER
(INCLUDES PREPARATION, WETTING, STRIPPING,
REMOVAL, SCRAPPING, VACUUMING, BAGGING AND
DISPOSING OF ALL INSULATION MATERIALS FROM
MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS
OR NOT).....\$ 23.52

13.37

BOIL0092-003 01/01/2024

Rates

Fringes

BOILERMAKER.....\$ 51.98

42.11

BRCA0004-011 05/01/2024

Rates

Fringes

BRICKLAYER; MARBLE SETTER *THE WAGE SCALE FOR
PREVAILING WAGE PROJECTS PERFORMED IN BLYTHE, CHINA
LAKE, DEATH VALLEY, FORT IRWIN, TWENTY-NINE PALMS,
NEEDLES AND 1-15 CORRIDOR (BARSTOW TO THE NEVADA

STATE LINE) WILL BE THREE DOLLARS (\$3.00) ABOVE THE
STANDARD SAN BERNARDINO/RIVERSIDE COUNTY HOURLY

WAGE RATE.....\$ 45.53 20.29

BRCA0018-004 06/01/2024

Rates

Fringes

MARBLE FINISHER.....\$ 43.38

15.36

TILE FINISHER.....\$ 37.96

13.77

TILE LAYER.....\$ 51.82

19.32

BRCA0018-010 09/01/2024

Rates

Fringes

TERRAZZO FINISHER.....\$ 42.11

14.67

TERRAZZO WORKER/SETTER.....\$ 49.62

15.26

CARP0213-001 07/01/2025

Rates

Fringes

CARPENTER: (1) CARPENTER, CABINET INSTALLER,
INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND
ACOUSTICAL INSTALLER FOOTNOTE: WORK OF FORMING
IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM
DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING
IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR
PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A
LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED,
NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK
IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR

ADDITIONAL.....\$ 52.24

26.18

CARPENTER: (2) MILLWRIGHT FOOTNOTE: WORK OF
FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR
STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL
LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS
DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT
PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE
IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS
(WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER
HOUR

ADDITIONAL.....\$ 52.24

26.68

CARPENTER: (3) PILEDRIVERMEN/DERRICK BARGEMAN,
BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK
BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER
(COMMERCIAL) FOOTNOTE: WORK OF FORMING IN THE
CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON
OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN
CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN
PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED
TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS
A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS
PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR

ADDITIONAL.....\$ 52.37

26.18

CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER
FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF
OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN
WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION
WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED
HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST
WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE
FOR BACK FORMS (WHICH WORK IS PERFORMED BY
PILEDRIVERS): \$0.13 PER HOUR

ADDITIONAL.....\$ 52.37

26.18

CARPENTER: (5) SAWFILER FOOTNOTE: WORK OF
FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR
STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL
LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS

DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....	\$ 52.34	26.18
CARPENTER: (6) SCAFFOLD BUILDER FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....		
	\$ 45.37	25.43
CARPENTER: (7) TABLE POWER SAW OPERATOR FOOTNOTE: WORK OF FORMING IN THE CONSTRUCTION OF OPEN CUT SEWERS OR STORM DRAINS, ON OPERATIONS IN WHICH HORIZONTAL LAGGING IS USED IN CONJUNCTION WITH STEEL H-BEAMS DRIVEN OR PLACED IN PRE- DRILLED HOLES, FOR THAT PORTION OF A LAGGED TRENCH AGAINST WHICH CONCRETE IS POURED, NAMELY, AS A SUBSTITUTE FOR BACK FORMS (WHICH WORK IS PERFORMED BY PILEDRIVERS): \$0.13 PER HOUR ADDITIONAL.....		
	\$ 52.34	26.18

CARP0213-002 07/01/2025

	Rates	Fringes
DIVER: (1) WET AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 901.92	26.18
DIVER: (2) STANDBY AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 450.96	26.18
DIVER: (3) TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 442.96	26.18
DIVER: (4) ASSISTANT TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 418.96	26.18

CARP0213-004 07/01/2025

	Rates	Fringes
DRYWALL (DRYWALL INSTALLER/LATHER).....	\$ 52.24	26.18
DRYWALL (STOCKER/SCRAPPER).....	\$ 21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
MODULAR FURNITURE INSTALLER.....	\$ 25.00	13.06

ELEC0440-004 12/31/2024

	Rates	Fringes
COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS AND SYSTEMS WORK SCOPE OF WORK: INSTALLATION, TESTING, SERVICE AND MAINTENANCE OF SYSTEMS UTILIZING THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATIONAL, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEMS, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, FIRE ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS IN COMMERCIAL BUILDINGS. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE		

INTRINSIC TO THE ABOVE LISTED SYSTEMS; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, CONDUIT SYSTEMS, LINE VOLTAGE WORK, AND ENERGY MANAGEMENT SYSTEMS. DOES NOT COVER WORK PERFORMED AT CHINA LAKE NAVAL ORDNANCE TEST STATION.....\$ 45.23 20.47

ELEC0477-002 06/01/2024

Rates

Fringes

ELECTRICIAN: CABLE SPLICER: \$1.50 PER HOUR ABOVE ELECTRICIAN RATE. TUNNEL WORK: 10% ABOVE ELECTRICIAN RATE. ZONE PAY: ZONE A - 80 ROAD MILES FROM POST OFFICE, 455 ORANGE SHOW LANE, SAN BERNARDINO, WILL BE A FREE ZONE FOR ALL CONTRACTORS ZONE B - ANY WORK PERFORMED OUTSIDE ZONE A'S 80 ROAD MILES, SHALL ADD \$12.00 PER HOUR TO THE CURRENT WAGE SCALE.....\$ 53.15 29.07

ELEC1245-001 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 70.16 24.71

LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 53.30 22.26

LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....\$ 40.76 21.76

ELEV0018-001 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....\$ 69.43 38.44

ENGI0012-004 08/01/2025

Rates

Fringes

OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..\$ 67.90 40.95

OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER (DREDGING).....\$ 61.93 40.95

OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)..\$ 61.82 40.95

OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR (STERN WINCH ON DREDGE) (DREDGING).....\$ 61.27 40.95

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OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER, DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....	\$ 60.73	40.95
OPERATOR, POWER EQUIPMENT: (6) BARGE MATE (DREDGING).....	\$ 61.34	40.95

ENGI0012-024 07/01/2025

Rates

Fringes

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
1- BARGEMAN; BRAKEMAN; COMPRESSOR OPERATOR; DITCH
WITCH, WITH SEAT OR SIMILAR TYPE EQUIPMENT;
ELEVATOR OPERATOR-INSIDE; ENGINEER OILER; FORKLIFT
OPERATOR (INCLUDES LOED, LULL OR SIMILAR TYPES
UNDER 5 TONS; GENERATOR OPERATOR; GENERATOR, PUMP
OR COMPRESSOR PLANT OPERATOR; PUMP OPERATOR;
SIGNALMAN; SWITCHMAN PREMIUM PAY: \$10.00 PER HOUR
SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK
ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL
RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY
NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE,
MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29
PALMS MARINE BASE AND CAMP PENDLETON WORKERS
REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS
MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.
COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE
WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER
OPERATOR.....\$ 63.40 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK
OPERATOR); COIL TUBING RIG OPERATOR, CONCRETE MIXER
OPERATOR-SKIP TYPE; CONVEYOR OPERATOR; FIREMAN;
FORKLIFT OPERATOR (INCLUDES LOED, LULL OR SIMILAR
TYPES OVER 5 TONS; HYDROSTATIC PUMP OPERATOR; OILER
CRUSHER (ASPHALT OR CONCRETE PLANT); PETROMAT
LAYDOWN MACHINE; PJU SIDE DUM JACK; SCREENING AND
CONVEYOR MACHINE OPERATOR (OR SIMILAR TYPES);
SKIPLOADER (WHEEL TYPE UP TO 3/4 YD. WITHOUT
ATTACHMENT); TAR POT FIREMAN; TEMPORARY HEATING
PLANT OPERATOR; TRENCHING MACHINE OILER PREMIUM
PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER
EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY
BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB,
POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO
ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE
YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP
PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK
IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR
ADDITIONAL. COMBINATION MIXER AND COMPRESSOR
OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A
CONCRETE MOBILE MIXER OPERATOR.....\$ 64.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
3- ASPHALT-RUBBER BLEND OPERATOR; BOBCAT OR SIMILAR
TYPE (SKID STEER); EQUIPMENT GREASER (RACK); FORD
FERGUSON (WITH DRAGTYPE ATTACHMENTS); HELICOPTER
RADIOMAN (GROUND); STATIONARY PIPE WRAPPING AND
CLEANING MACHINE OPERATOR PREMIUM PAY: \$10.00 PER
HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR
WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE
NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO,
SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE
BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS
AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON
WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS
MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.
COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE

WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER
 OPERATOR.....\$ 64.67 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
 4- ASPHALT PLANT FIREMAN; BACKHOE OPERATOR
 (MINI-MAX OR SIMILAR TYPE); BORING MACHINE
 OPERATOR; BOXMAN OR MIXERMAN (ASPHALT OR CONCRETE);
 CHIP SPREADING MACHINE OPERATOR; CONCRETE CLEANING
 DECONTAMINATION MACHINE OPERATOR; CONCRETE PUMP
 OPERATOR (SMALL PORTABLE);DIRECT PUSH OPERATOR
 (GEOPROBE OR SIMILAR TYPES) DRILLING MACHINE
 OPERATOR, SMALL AUGER TYPES (TEXOMA SUPER
 ECONOMATIC OR SIMILAR TYPES - HUGHES 100 OR 200 OR
 SIMILAR TYPES - DRILLING DEPTH OF 30' MAXIMUM);
 EQUIPMENT GREASER (GREASE TRUCK); GUARD RAIL POST
 DRIVER OPERATOR; HIGHLINE CABLEWAY SIGNALMAN;
 HYDRA-HAMMER-AERO STOMPER; MICRO TUNNELING (ABOVE
 GROUND TUNNEL); POWER CONCRETE CURING MACHINE
 OPERATOR; POWER CONCRETE SAW OPERATOR; POWER-DRIVEN
 JUMBO FORM SETTER OPERATOR; POWER SWEEPER OPERATOR;
 ROCK WHEEL SAW/TRENCHER; ROLLER OPERATOR
 (COMPACTING); SCREED OPERATOR (ASPHALT OR
 CONCRETE); TRENCHING MACHINE OPERATOR (UP TO 6
 FT.); VACUUM OR MUCH TRUCK PREMIUM PAY: \$10.00
 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT
 OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA
 LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO,
 SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE
 BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS
 AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON
 WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS
 MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.
 COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE
 WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER
 OPERATOR.....\$ 65.96 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT
 ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER;
 CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR
 TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK
 ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE);
 DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES
 (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000
 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600
 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45'
 MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC
 SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED),
 JACKSON TRACK MAINTAINER, OR SIMILAR TYPE;
 KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE
 TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB
 VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE
 OR ASPHALT); MECHANICAL FINISHER OPERATOR
 (CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO
 TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER
 OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE
 OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH),
 RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE,
 UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED
 TAR PIPELINING MACHINE OPERATOR; SKIPLOADER
 OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND
 UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP
 OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR
 CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER,
 TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P.
 FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5
 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM);

ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 8- ASPHALT OR CONCRETE SPREADING OPERATOR (TAMPING OR FINISHING); ASPHALT PAVING MACHINE OPERATOR (BARBER GREENE OR SIMILAR TYPE); ASPHALT-RUBBER DISTRIBUTION OPERATOR; BACKHOE OPERATOR (UP TO AND INCLUDING 3/4 YD.), SMALL FORD, CASE OR SIMILAR TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER PLOW OR SIMILAR TYPES) CAST-IN-PLACE PIPE LAYING MACHINE OPERATOR; COMBINATION MIXER AND COMPRESSOR OPERATOR (GUNITE WORK); COMPACTOR OPERATOR (SELF-PROPELLED); CONCRETE MIXER OPERATOR (PAVING); CRUSHING PLANT OPERATOR; DRILL DOCTOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 150 BUCKET OR SIMILAR TYPES - WATSON 1500, 2000 2500 AUGER OR SIMILAR TYPES - TEXOMA 700, 800 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 60' MAXIMUM); ELEVATING GRADER OPERATOR; GRADE CHECKER; GRADALL OPERATOR; GROUTING MACHINE OPERATOR; HEAVY-DUTY REPAIRMAN; HEAVY EQUIPMENT ROBOTICS OPERATOR; KALAMAZOO BALLISTE REGULATOR OR SIMILAR TYPE; KOLMAN BELT LOADER AND SIMILAR TYPE; LE TOURNEAU BLOB COMPACTOR OR SIMILAR TYPE; LOADER OPERATOR (ATHEY, EUCLID, SIERRA AND SIMILAR TYPES); MOBARK CHIPPER OR SIMILAR; OZZIE PADDER OR SIMILAR TYPES; P.C. SLOT SAW; PNEUMATIC CONCRETE PLACING MACHINE OPERATOR (HACKLEY-PRESSWELL OR SIMILAR TYPE); PUMPCRETE GUN OPERATOR; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR SIMILAR TYPES) ROCK DRILL OR SIMILAR TYPES; ROTARY DRILL OPERATOR (EXCLUDING CAISSON TYPE); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE UP TO AND INCLUDING 25 YDS. STRUCK); RUBBER-TIRED SCRAPER OPERATOR (SELF-LOADING PADDLE WHEEL TYPE-JOHN DEERE, 1040 AND SIMILAR SINGLE UNIT); SELF- PROPELLED CURB AND GUTTER MACHINE OPERATOR; SHUTTLE BUGGY; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 1-1/2 YDS. UP TO AND INCLUDING 6-1/2 YDS.); SOIL REMEDIATION PLANT OPERATOR; SURFACE HEATERS AND PLANER OPERATOR; TRACTOR COMPRESSOR DRILL COMBINATION OPERATOR; TRACTOR OPERATOR (ANY TYPE LARGER THAN D-5 - 100 FLYWHEEL H.P. AND OVER, OR SIMILAR-BULLDOZER, TAMPER, SCRAPER AND PUSH TRACTOR SINGLE ENGINE); TRACTOR OPERATOR (BOOM ATTACHMENTS), TRAVELING PIPE WRAPPING, CLEANING AND BENDING MACHINE OPERATOR; TRENCHING MACHINE OPERATOR (OVER 6 FT. DEPTH CAPACITY, MANUFACTURER'S RATING);

TRENCHING MACHINE WITH ROAD MINER ATTACHMENT (OVER 6 FT DEPTH CAPACITY): ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM MECHANIC; WATER PULL (COMPACTION) OPERATOR PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 10- DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 200 B BUCKET OR SIMILAR TYPES-WATSON 3000 OR 5000 AUGER OR SIMILAR TYPES-TEXOMA 900 AUGER OR SIMILAR TYPES-DRILLING DEPTH OF 105' MAXIMUM); DUAL DRUM MIXER, DYNAMIC COMPACTOR LDC350 (OR SIMILAR TYPES); MONORAIL LOCOMOTIVE OPERATOR (DIESEL, GAS OR ELECTRIC); MOTOR PATROL-BLADE OPERATOR (SINGLE ENGINE); MULTIPLE ENGINE TRACTOR OPERATOR (EUCLID AND SIMILAR TYPE-EXCEPT QUAD 9 CAT.); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); PNEUMATIC PIPE RAMMING TOOL AND SIMILAR TYPES; PRESTRESSED WRAPPING MACHINE OPERATOR; RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER TIRED EARTH MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR OVER 25 YDS. AND UP TO 50 YDS. STRUCK), TOWER CRANE REPAIRMAN; TRACTOR LOADER OPERATOR (CRAWLER AND WHEEL TYPE OVER 6-1/2 YDS.); WOODS MIXER OPERATOR (AND SIMILAR PUGMILL EQUIPMENT) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 12- AUTO GRADER OPERATOR; AUTOMATIC SLIP FORM OPERATOR; DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD, AUGER 200 CA OR SIMILAR TYPES - WATSON, AUGER 6000 OR SIMILAR TYPES - HUGHES SUPER DUTY, AUGER 200 OR SIMILAR TYPES - DRILLING DEPTH OF 175' MAXIMUM); HOE RAM OR SIMILAR WITH COMPRESSOR; MASS EXCAVATOR OPERATOR LESS THA 750 CU. YARDS; MECHANICAL FINISHING MACHINE OPERATOR; MOBILE FORM TRAVELER OPERATOR; MOTOR PATROL OPERATOR (MULTI-ENGINE); PIPE MOBILE MACHINE OPERATOR; RUBBER-TIRED EARTH- MOVING EQUIPMENT OPERATOR (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); RUBBER-TIRED SELF- LOADING SCRAPER OPERATOR (PADDLE-WHEEL-AUGER TYPE SELF-LOADING - TWO (2) OR MORE UNITS) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE

FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.68 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 14- CANAL LINER OPERATOR; CANAL TRIMMER OPERATOR; REMOTE- CONTROL EARTH-MOVING EQUIPMENT OPERATOR (OPERATING A SECOND PIECE OF EQUIPMENT: \$1.00 PER HOUR ADDITIONAL); WHEEL EXCAVATOR OPERATOR (OVER 750 CU. YDS.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.71 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 15- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE-UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.79 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 16- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING

EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.91

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 17- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 50 CU. YDS. STRUCK); TANDEM TRACTOR OPERATOR (OPERATING CRAWLER TYPE TRACTORS IN TANDEM - QUAD 9 AND SIMILAR TYPE) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.08

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 18- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.18

33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 19- ROTEX CONCRETE BELT OPERATOR (OR SIMILAR TYPES); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 CU. YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,

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VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS, AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 21- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING IN TANDEM (SCRAPERS, BELLY DUMPS AND SIMILAR TYPES IN ANY COMBINATION, EXCLUDING COMPACTION UNITS - MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 22- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 23- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL

SYSTEM (SINGLE ENGINE, CATERPILLAR, EUCLID, ATHEY WAGON AND SIMILAR TYPES WITH ANY AND ALL ATTACHMENTS OVER 25 YDS. AND UP TO AND INCLUDING 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.79 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 24- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (SINGLE ENGINE, OVER 50 YDS. STRUCK); RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR, OVER 25 YDS. AND UP TO 50 YDS. STRUCK) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.91 33.20
 OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 25- CONCRETE PUMP OPERATOR-TRUCK MOUNTED; RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR, OPERATING EQUIPMENT WITH THE TANDEM PUSH-PULL SYSTEM (MULTIPLE ENGINE, EUCLID, CATERPILLAR AND SIMILAR TYPE, OVER 50 CU. YDS. STRUCK); SPYDER EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR. \$ 68.08 33.20
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 1- Engineer oiler; Fork lift operator (includes loed, lull or similar types) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.

.....\$ 64.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER

EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR

OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.53 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 3- A-frame or winch truck operator; Ross carrier operator (jobsite) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.82 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 4- Bridge-type unloader and turntable operator; Helicopter hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:

\$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 65.96 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER HOIST OPERATOR (1 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL.

COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.18 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: GROUP 6 Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types);

Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL, BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU. YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST OPERATOR (3 DRUM) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 8 Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT: \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING & HOISTING: GROUP 9 Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWNG MILITARY BASES: CHINA LAKE NAVAL RESERVE, VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE, FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP

LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 66.75 33.20
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
 HOISTING: GROUP 10- Crane operator (over 50 tons
 and up to and including 100 tons mrc); Derrick
 barge operator (over 50 tons up to and including
 100 tons mrc); Hoist operator, stiff legs, Guy
 derrick or similar type (over 50 tons up to and
 including 100 tons mrc), Mobile tower crane
 operator (over 50 tons, up to and including 100
 tons M.R.C.) PREMIUM PAY: \$10.00 PER HOUR SHALL
 BE PAID ON ALL POWER EQUIPMENT OPERATOR WORK ON THE
 FOLLOWING MILITARY BASES: CHINA LAKE NAVAL RESERVE,
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 67.75 33.20
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
 HOISTING: GROUP 11- Crane operator (over 100 tons
 and up to and including 200 tons mrc); Derrick
 barge operator (over 100 tons up to and including
 200 tons mrc); Hoist operator, stiff legs, Guy
 derrick or similar type (over 100 tons up to and
 including 200 tons mrc); Mobile tower crane
 operator (over 100 tons up to and including 200
 tons mrc) ; Tower crane operator and tower gantry
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 68.75 33.20
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &
 HOISTING: GROUP 12- Crane operator (over 200 tons
 up to and including 300 tons mrc); Derrick barge
 operator (over 200 tons up to and including 300
 tons mrc); Hoist operator, stiff legs, Guy derrick
 or similar type (over 200 tons, up to and including
 300 tons mrc); Mobile tower crane operator (over
 200 tons, up to and including 300 tons mrc)
 PREMIUM PAY: \$10.00 PER HOUR SHALL BE PAID ON ALL
 POWER EQUIPMENT OPERATOR WORK ON THE FOLLOWING
 MILITARY BASES: CHINA LAKE NAVAL RESERVE,
 VANDENBERG AFB, POINT ARGUELLO, SEELY NAVAL BASE,
 FORT IRWIN, NEBO ANNEX MARINE BASE, MARINE CORP
 LOGISTICS BASE YERMO, EDWARDS AFB, 29 PALMS MARINE
 BASE AND CAMP PENDLETON WORKERS REQUIRED TO SUIT
 UP AND WORK IN A HAZARDOUS MATERIAL ENVIRONMENT:
 \$2.00 PER HOUR ADDITIONAL. COMBINATION MIXER AND
 COMPRESSOR OPERATOR ON GUNITE WORK SHALL BE
 CLASSIFIED AS A CONCRETE MOBILE MIXER OPERATOR.....\$ 69.75 33.20
 OPERATOR: POWER EQUIPMENT, CRANES, PILEDIVING &

HOISTING: GROUP 13 Crane operator (over 300 tons);
Derrick barge operator (over 300 tons); Helicopter
pilot; Hoist operator, stiff legs, Guy derrick or
similar type (over 300 tons); Mobile tower crane
operator (over 300 tons).....\$ 70.75 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1-
Skiploader (wheel type up to 3/4 yd. without
attachment) PREMIUM PAY: \$10.00 per hour shall be
paid on all Power Equipment Operator work on the
following Military Bases: China Lake Naval Reserve,
Vandenberg AFB, Point Arguello, Seely Naval Base,
Fort Irwin, Nebo Annex Marine Base, Marine Corp
Logistics Base Yermo, Edwards AFB, 29 Palms Marine
Base and Camp Pendleton Workers required to suit
up and work in a hazardous material environment:
\$2.00 per hour additional. Combination mixer and
compressor operator on gunite work shall be
classified as a concrete mobile mixer operator.....\$ 65.25 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2-
Power-driven jumbo form setter operator PREMIUM
PAY: \$10.00 per hour shall be paid on all Power
Equipment Operator work on the following Military
Bases: China Lake Naval Reserve, Vandenberg AFB,
Point Arguello, Seely Naval Base, Fort Irwin, Nebo
Annex Marine Base, Marine Corp Logistics Base
Yermo, Edwards AFB, 29 Palms Marine Base and Camp
Pendleton Workers required to suit up and work in
a hazardous material environment: \$2.00 per hour
additional. Combination mixer and compressor
operator on gunite work shall be classified as a
concrete mobile mixer operator.....\$ 66.03 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3-
Dinky locomotive or motorperson (up to and
including 10 tons) PREMIUM PAY: \$10.00 per hour
shall be paid on all Power Equipment Operator work
on the following Military Bases: China Lake Naval
Reserve, Vandenberg AFB, Point Arguello, Seely
Naval Base, Fort Irwin, Nebo Annex Marine Base,
Marine Corp Logistics Base Yermo, Edwards AFB, 29
Palms Marine Base and Camp Pendleton Workers
required to suit up and work in a hazardous
material environment: \$2.00 per hour additional.
Combination mixer and compressor operator on gunite
work shall be classified as a concrete mobile mixer
operator.....\$ 66.32 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 4-
Bit sharpener; Equipment greaser (grease truck);
Slip form pump operator (power-driven hydraulic
lifting device for concrete forms); Tugger hoist
operator (1 drum); Tunnel locomotive operator (over
10 and up to and including 30 tons) PREMIUM PAY:
\$10.00 per hour shall be paid on all Power
Equipment Operator work on the following Military
Bases: China Lake Naval Reserve, Vandenberg AFB,
Point Arguello, Seely Naval Base, Fort Irwin, Nebo
Annex Marine Base, Marine Corp Logistics Base
Yermo, Edwards AFB, 29 Palms Marine Base and Camp
Pendleton Workers required to suit up and work in
a hazardous material environment: \$2.00 per hour
additional. Combination mixer and compressor
operator on gunite work shall be classified as a
concrete mobile mixer operator.....\$ 66.46 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 5-
Backhoe operator (up to and including 3/4 yd.);
Small Ford, Case or similar; Drill doctor; Grouting

machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons) PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6- Heavy Duty Repairman PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7- Tunnel mole boring machine operator PREMIUM PAY: \$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.....\$ 66.91 33.20

IRON0433-006 01/01/2025

	Rates	Fringes
IRONWORKER (FENCE ERECTOR).....	\$ 45.78	26.51
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).\$	50.70	35.15

LAB00300-005 07/01/2025

	Rates	Fringes
ASBESTOS REMOVAL LABORER SCOPE OF WORK: INCLUDES SITE MOBILIZATION, INITIAL SITE CLEANUP, SITE PREPARATION, REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND TOXIC WASTE, ENCAPSULATION, ENCLOSURE AND DISPOSAL OF ASBESTOS- CONTAINING MATERIALS AND TOXIC WASTE BY HAND OR WITH EQUIPMENT OR MACHINERY; SCAFFOLDING, FABRICATION OF TEMPORARY WOODEN BARRIERS AND ASSEMBLY OF DECONTAMINATION STATIONS.	\$ 46.48	25.93

LAB00345-001 07/01/2025

Rates

Fringes

LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN
 FOOTNOTE: GUNITE PREMIUM PAY: WORKERS WORKING
 FROM A BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR
 CABLE SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE
 FOREGOING APPLICABLE CLASSIFICATION RATES.
 WORKERS DOING GUNITE AND/OR SHOTCRETE WORK IN A
 TUNNEL SHALL RECEIVE 35 CENTS PER HOUR ABOVE THE
 FOREGOING APPLICABLE CLASSIFICATION RATES, PAID ON
 A PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON,
 IN OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR
 OR SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE
 IS IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH
 WORK MUST BE PERFORMED IN WHOLE OR IN PART MORE
 THAN 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED
 ABOVE THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT
 35 CENTS PER HOUR ABOVE THE APPLICABLE
 CLASSIFICATION WAGE RATE.....\$ 55.88

23.77

LABORER, GUNITE: GROUP 2 GUNMEN FOOTNOTE: GUNITE
 PREMIUM PAY: WORKERS WORKING FROM A BOSN'N'S
 CHAIR OR SUSPENDED FROM A ROPE OR CABLE SHALL
 RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING
 APPLICABLE CLASSIFICATION RATES. WORKERS DOING
 GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL
 RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING
 APPLICABLE CLASSIFICATION RATES, PAID ON A
 PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN
 OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR
 SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS
 IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK
 MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN
 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE
 THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35
 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION
 WAGE RATE.....\$ 54.93

23.77

LABORER, GUNITE: GROUP 3 REBOUNDMEN FOOTNOTE:
 GUNITE PREMIUM PAY: WORKERS WORKING FROM A
 BOSN'N'S CHAIR OR SUSPENDED FROM A ROPE OR CABLE
 SHALL RECEIVE 40 CENTS PER HOUR ABOVE THE FOREGOING
 APPLICABLE CLASSIFICATION RATES. WORKERS DOING
 GUNITE AND/OR SHOTCRETE WORK IN A TUNNEL SHALL
 RECEIVE 35 CENTS PER HOUR ABOVE THE FOREGOING
 APPLICABLE CLASSIFICATION RATES, PAID ON A
 PORTAL-TO-PORTAL BASIS. ANY WORK PERFORMED ON, IN
 OR ABOVE ANY SMOKE STACK, SILO, STORAGE ELEVATOR OR
 SIMILAR TYPE OF STRUCTURE, WHEN SUCH STRUCTURE IS
 IN EXCESS OF 75'-0"" ABOVE BASE LEVEL AND WHICH WORK
 MUST BE PERFORMED IN WHOLE OR IN PART MORE THAN
 75'-0"" ABOVE BASE LEVEL, THAT WORK PERFORMED ABOVE
 THE 75'-0"" LEVEL SHALL BE COMPENSATED FOR AT 35
 CENTS PER HOUR ABOVE THE APPLICABLE CLASSIFICATION
 WAGE RATE.....\$ 51.39

23.77

LAB00783-002 07/01/2025

Rates

Fringes

LABORER GROUP 1: CLEANING AND HANDLING OF PANEL
 FORMS; CONCRETE SCREEDING FOR ROUGH STRIKE-OFF;
 CONCRETE, WATER CURING; DEMOLITION LABORER, THE
 CLEANING OF BRICK IF PERFORMED BY A WORKER
 PERFORMING ANY OTHER PHASE OF DEMOLITION WORK, AND
 THE CLEANING OF LUMBER; FIRE WATCHER, LIMBER, BRUSH

LOADER, PILER AND DEBRIS HANDLER; FLAG PERSON; GAS,
 OIL AND/OR WATER PIPELINE LABORER; LABORER,
 ASPHALT-RUBBER MATERIAL LOADER; LABORER, GENERAL OR
 CONSTRUCTION; LABORER, GENERAL CLEAN-UP; LABORER,
 LANDSCAPING; LABORER, JETTING; LABORER, TEMPORARY
 WATER AND AIR LINES; MATERIAL HOSE OPERATOR (WALLS,
 SLABS, FLOORS AND DECKS); PLUGGING, FILLING OF SHEE
 BOLT HOLES; DRY PACKING OF CONCRETE; RAILROAD
 MAINTENANCE, REPAIR TRACK PERSON AND ROAD BEDS;
 STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORERS;
 RIGGING AND SIGNALING; SCALER; SLIP FORM RAISER;
 TAR AND MORTAR; TOOL CRIB OR TOOL HOUSE LABORER;
 TRAFFIC CONTROL BY ANY METHOD; WINDOW CLEANER; WIRE
 MESH PULLING - ALL CONCRETE POURING OPERATIONS.....\$ 46.48 25.95
 LABORER GROUP 2: ASPHALT SHOVELER; CEMENT DUMPER
 (ON 1 YD. OR LARGER MIXER AND HANDLING BULK
 CEMENT); CESSPOOL DIGGER AND INSTALLER;
 CHUCKTENDER; CHUTE HANDLER, POURING CONCRETE, THE
 HANDLING OF THE CHUTE FROM READYMIX TRUCKS, SUCH AS
 WALLS, SLABS, DECKS, FLOORS, FOUNDATION, FOOTINGS,
 CURBS, GUTTERS AND SIDEWALKS; CONCRETE CURER,
 IMPERVIOUS MEMBRANE AND FORM OILER; CUTTING TORCH
 OPERATOR (DEMOLITION); FINE GRADER, HIGHWAYS AND
 STREET PAVING, AIRPORT, RUNWAYS AND SIMILAR TYPE
 HEAVY CONSTRUCTION; GAS, OIL AND/OR WATER PIPELINE
 WRAPPER - POT TENDER AND FORM PERSON; GUINEA
 CHASER; HEADERBOARD PERSON - ASPHALT; LABORER,
 PACKING ROD STEEL AND PANS; MEMBRANE VAPOR BARRIER
 INSTALLER; POWER BROOM SWEEPER (SMALL); RIPRAP
 STONEPAVER, PLACING STONE OR WET SACKED CONCRETE;
 ROTO SCRAPER AND TILLER; SANDBLASTER (POT TENDER);
 SEPTIC TANK DIGGER AND INSTALLER(LEAD); TANK SCALER
 AND CLEANER; TREE CLIMBER, FALLER, CHAIN SAW
 OPERATOR, PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH
 SHREDDER; UNDERGROUND LABORER, INCLUDING CAISSON
 BELLER.....\$ 47.03 25.95
 LABORER GROUP 3: BUGGYMOBILE PERSON; CONCRETE
 CUTTING TORCH; CONCRETE PILE CUTTER; DRILLER,
 JACKHAMMER, 2-1/2 FT. DRILL STEEL OR LONGER;
 DRI-PAK-IT MACHINE; GAS, OIL AND/OR WATER PIPELINE
 WRAPPER, 6-IN. PIPE AND OVER, BY ANY METHOD, INSIDE
 AND OUT; HIGH SCALER (INCLUDING DRILLING OF SAME);
 HYDRO SEEDER AND SIMILAR TYPE; IMPACT WRENCH
 MULTI-PLATE; KETTLE PERSON, POT PERSON AND WORKERS
 APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME CAUSTIC
 AND SIMILAR TYPE MATERIALS ("APPLYING" MEANS
 APPLYING, DIPPING, BRUSHING OR HANDLING OF SUCH
 MATERIALS FOR PIPE WRAPPING AND WATERPROOFING);
 OPERATOR OF PNEUMATIC, GAS, ELECTRIC TOOLS,
 VIBRATING MACHINE, PAVEMENT BREAKER, AIR BLASTING,
 COME-ALONGS, AND SIMILAR MECHANICAL TOOLS NOT
 SEPARATELY CLASSIFIED HEREIN; PIPELAYER'S BACKUP
 PERSON, COATING, GROUTING, MAKING OF JOINTS,
 SEALING, CAULKING, DIAPERING AND INCLUDING RUBBER
 GASKET JOINTS, POINTING AND ANY AND ALL OTHER
 SERVICES; ROCK SLINGER; ROTARY SCARIFIER OR
 MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; STEEL
 HEADERBOARD AND GUIDELINE SETTER; TAMPER, BARKO,
 WACKER AND SIMILAR TYPE; TRENCHING MACHINE,
 HAND-PROPELLED.....\$ 47.58 25.95
 LABORER GROUP 4: ASPHALT RAKER, LUTE PERSON,
 IRONER, ASPHALT DUMP PERSON, AND ASPHALT SPREADER
 BOXES (ALL TYPES); CONCRETE CORE CUTTER (WALLS,
 FLOORS OR CEILINGS), GRINDER OR SANDER; CONCRETE
 SAW PERSON, CUTTING WALLS OR FLAT WORK, SCORING OLD

OR NEW CONCRETE; CRIBBER, SHORER, LAGGING, SHEETING
AND TRENCH BRACING, HAND-GUIDED LAGGING HAMMER;
HEAD ROCK SLINGER; LABORER, ASPHALT- RUBBER
DISTRIBUTOR BOOT PERSON; LASER BEAM IN CONNECTION
WITH LABORERS' WORK; OVERSIZE CONCRETE VIBRATOR
OPERATOR, 70 LBS. AND OVER; PIPELAYER PERFORMING
ALL SERVICES IN THE LAYING AND INSTALLATION OF PIPE
FROM THE POINT OF RECEIVING PIPE IN THE DITCH UNTIL
COMPLETION OF OPERATION, INCLUDING ANY AND ALL
FORMS OF TUBULAR MATERIAL, WHETHER PIPE, METALLIC
OR NON-METALLIC, CONDUIT AND ANY OTHER STATIONARY
TYPE OF TUBULAR DEVICE USED FOR THE CONVEYING OF
ANY SUBSTANCE OR ELEMENT, WHETHER WATER, SEWAGE,
SOLID GAS, AIR, OR OTHER PRODUCT WHATSOEVER AND
WITHOUT REGARD TO THE NATURE OF MATERIAL FROM WHICH
THE TUBULAR MATERIAL IS FABRICATED; NO-JOINT PIPE
AND STRIPPING OF SAME; PREFABRICATED MANHOLE
INSTALLER; SANDBLASTER (NOZZLE PERSON), WATER
BLASTING, PORTA SHOT-BLAST.....\$ 49.13 25.95
LABORER GROUP 5: BLASTER POWDER, ALL WORK OF
LOADING HOLES, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE, REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; DRILLER:
ALL POWER DRILLS, EXCLUDING JACKHAMMER, WHETHER
CORE, DIAMOND, WAGON, TRACK, MULTIPLE UNIT, AND ANY
AND ALL OTHER TYPES OF MECHANICAL DRILLS WITHOUT
REGARD TO THE FORM OF MOTIVE POWER; TOXIC WASTE
REMOVAL\$ 49.48 25.95
LABORER, TUNNEL: GROUP 1: BATCH PLANT LABORER;
CHANGEHOUSE PERSON; DUMP PERSON; DUMP PERSON
(OUTSIDE); SWAMPER (BRAKE PERSON AND SWITCH PERSON
ON TUNNEL WORK); TUNNEL MATERIALS HANDLING PERSON;
NIPPER; POT TENDER, USING MASTIC OR OTHER MATERIALS
(FOR EXAMPLE, BUT NOT BY WAY OF LIMITATION,
SHOTCRETE, ETC.)\$ 53.60 25.74
LABORER, TUNNEL: GROUP 2: CHUCKTENDER, CABLETENDER;
LOADING AND UNLOADING AGITATOR CARS; VIBRATOR
PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT
DRILLER); BULL GANG MUCKER, TRACK PERSON;
CONCRETE CREW, INCLUDING RODDER AND SPREADER\$ 53.92 25.74
LABORER, TUNNEL: GROUP 3: BLASTER, DRILLER, POWDER
PERSON; CHEMICAL GROUT JET PERSON; CHERRY PICKER
PERSON; GROUT GUN PERSON; GROUT MIXER PERSON; GROUT
PUMP PERSON; JACKLEG MINER; JUMBO PERSON; KEMPER
AND OTHER PNEUMATIC CONCRETE PLACER OPERATOR;
MINER, TUNNEL (HAND OR MACHINE); NOZZLE PERSON;
OPERATING OF TROWELING AND/OR GROUTING MACHINES;
POWDER PERSON (PRIMER HOUSE); PRIMER PERSON;
SANDBLASTER; SHOTCRETE PERSON; STEEL FORM RAISER
AND SETTER; TIMBER PERSON, RETIMBER PERSON, WOOD OR
STEEL; TUNNEL CONCRETE FINISHER\$ 54.38 25.74
LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER;
SANDBLASTER; SHAFT AND RAISE WORK.....\$ 55.07 25.74

LAB00783-005 11/01/2025

Rates

Fringes

BRICK TENDER.....\$ 42.60

22.13

LAB01184-001 07/01/2025

Rates

Fringes

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1)

DRILLING CREW LABORER.....\$ 47.94

20.86

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2)

VEHICLE OPERATOR/HAULER.....	\$ 48.11	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3)		
HORIZONTAL DIRECTIONAL DRILL OPERATOR.....	\$ 49.96	20.86
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4)		
ELECTRONIC TRACKING LOCATOR.....	\$ 51.96	20.86
LABORERS:, STRIPING/SLURRY SEAL: GROUP 1 PROTECTIVE COATING, PAVEMENT SEALING, INCLUDING REPAIR AND FILLING OF CRACKS BY ANY METHOD ON ANY SURFACE IN PARKING LOTS, GAME COURTS AND PLAYGROUNDS; CARSTOPS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; EQUIPMENT REPAIR TECHNICIAN.....		
	\$ 49.30	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 2 TRAFFIC SURFACE ABRASIVE BLASTER; POT TENDER - REMOVAL OF ALL TRAFFIC LINES AND MARKINGS BY ANY METHOD (SANDBLASTING, WATERBLASTING, GRINDING, ETC.) AND PREPARATION OF SURFACE FOR COATINGS. TRAFFIC CONTROL PERSON: CONTROLLING AND DIRECTING TRAFFIC THROUGH BOTH CONVENTIONAL AND MOVING LANE CLOSURES; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT....		
	\$ 50.60	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 3 TRAFFIC DELINEATING DEVICE APPLICATOR: LAYOUT AND APPLICATION OF PAVEMENT MARKERS, DELINEATING SIGNS, RUMBLE AND TRAFFIC BARS, ADHESIVES, GUIDE MARKERS, OTHER TRAFFIC DELINEATING DEVICES INCLUDING TRAFFIC CONTROL. THIS CATEGORY INCLUDES ALL TRAFFIC RELATED SURFACE PREPARATION (SANDBLASTING, WATERBLASTING, GRINDING) AS PART OF THE APPLICATION PROCESS. TRAFFIC PROTECTIVE DELINEATING SYSTEM INSTALLER: REMOVES, RELOCATES, INSTALLS, PERMANENTLY AFFIXED ROADSIDE AND PARKING DELINEATION BARRICADES, FENCING, CABLE ANCHOR, GUARD RAIL, REFERENCE SIGNS, MONUMENT MARKERS; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT; POWER BROOM SWEEPER.....		
	\$ 52.61	23.97
LABORERS:, STRIPING/SLURRY SEAL: GROUP 4 STRIPER: LAYOUT AND APPLICATION OF TRAFFIC STRIPES AND MARKINGS; HOT THERMO PLASTIC; TAPE TRAFFIC STRIPES AND MARKINGS, INCLUDING TRAFFIC CONTROL; OPERATION OF ALL RELATED MACHINERY AND EQUIPMENT.....		
	\$ 54.35	23.97

LAB01414-003 08/06/2025

Rates

Fringes

LABORER: PLASTER CLEAN-UP LABORER WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - \$3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY, NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB.....	\$ 46.17	25.97
LABORER: PLASTER TENDER WORK ON A SWING STAGE SCAFFOLD: \$1.00 PER HOUR ADDITIONAL. WORK AT MILITARY BASES - \$3.00 ADDITIONAL PER HOUR: CORONADO NAVAL AMPHIBIOUS BASE, FORT IRWIN, MARINE CORPS AIR STATION-29 PALMS, IMPERIAL BEACH NAVAL AIR STATION, MARINE CORPS LOGISTICS SUPPLY BASE, MARINE CORPS PICKLE MEADOWS, MOUNTAIN WARFARE TRAINING CENTER, NAVAL AIR FACILITY-SEELEY, NORTH ISLAND NAVAL AIR STATION, VANDENBERG AFB.....	\$ 48.72	25.97

PAIN0036-001 07/01/2023

Rates

Fringes

PAINTERS: INCLUDING LEAD ABATEMENT: (2) ALL OTHER	69
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WORK	\$ 38.52	18.64

PAIN0036-008 09/01/2024		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-015 01/01/2025		
	Rates	Fringes
GLAZIER FOOTNOTE: ADDITIONAL \$1.25 PER HOUR FOR WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP ADDITIONAL \$1.25 PER HOUR FOR WORK ON THE OUTSIDE OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED CONTRIVANCE, FROM THE GROUND UP.....	\$ 53.05	30.64

PAIN1247-002 01/01/2025		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 45.15	19.43

PLAS0200-008 08/03/2022		
	Rates	Fringes
PLASTERER FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 ADDITIONAL PER HOUR.....	\$ 47.37	19.64

PLAS0500-002 07/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 47.70	27.07

PLUM0016-002 09/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT MARINE CORPS LOGISTIC BASE AT NEBO, MARINE CORPS LOGISTIC BASE AT YERMO AND TWENTY-NINE PALMS MARINE BASE)....	\$ 68.73	26.81
PLUMBER, PIPEFITTER, STEAMFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANTS, STORES AND COMMERCIAL BUILDINGS, NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE)	\$ 59.85	25.83
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT EDWARDS AFB).....	\$ 68.73	26.81
PLUMBER, PIPEFITTER, STEAMFITTER (WORK AT FORT IRWIN ARMY BASE).....	\$ 72.23	26.81
PLUMBER, PIPEFITTER, STEAMFITTER : ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK.....	\$ 61.73	26.81
PLUMBER, PIPEFITTER, STEAMFITTER: WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK.....	\$ 44.29	24.16

PLUM0345-001 09/01/2025		
	Rates	Fringes
PLUMBER (LANDSCAPE/IRRIGATION FITTER).....	\$ 44.75	26.20
PLUMBER (SEWER & STORM DRAIN WORK).....	\$ 48.84	23.58

ROOF0036-002 08/01/2025		

Rates

Fringes

ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE \$1.75 PER HOUR "PITCH PREMIUM" PAY.....\$ 52.63

20.73

SFCA0669-009 01/01/2026

Rates

Fringes

SPRINKLER FITTER (DOES NOT INCLUDE THE NORTHERN PART OF THE CITY OF CHINO, OR THE CITIES OF MONTCLAIR AND ONTARIO).....\$ 50.79

29.80

SFCA0709-004 09/01/2025

Rates

Fringes

SPRINKLER FITTER: FIRE (THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO).....\$ 58.60

33.65

SHEE0105-003 01/01/2025

Rates

Fringes

SHEET METAL WORKER: (1) COMMERCIAL - NEW CONSTRUCTION AND REMODEL WORK (LOS ANGELES (SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES)AND CATALINA ISLAND, INYO, KERN (NORTHEAST PART, EAST OF HWY 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES).....\$ 59.31

30.43

TEAM0011-002 07/01/2025

Rates

Fringes

TRUCK DRIVER GROUP 1 TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.59

35.69

TRUCK DRIVER GROUP 2 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 2 AXLES; TRAFFIC CONTROL PILOT CAR EXCLUDING MOVING HEAVY EQUIPMENT PERMIT LOAD; TRUCK MOUNTED BROOM WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 41.74

35.69

TRUCK DRIVER GROUP 3 DRIVER OF VEHICLE OR COMBINATION OF VEHICLES - 3 AXLES; BOOT PERSON; CEMENT MASON DISTRIBUTION TRUCK; FUEL TRUCK DRIVER; WATER TRUCK - 2 AXLE; DUMP TRUCK, LESS THAN 16 YDS. WATER LEVEL; EROSION CONTROL DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 41.87

35.69

TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK, UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.06 35.69

TRUCK DRIVER GROUP 5 WATER TRUCK, 3 OR MORE AXLES; TRUCK GREASER AND TIRE PERSON (\$0.50 ADDITIONAL FOR TIRE PERSON); PIPELINE AND UTILITY WORKING TRUCK DRIVER, INCLUDING WINCH TRUCK AND PLASTIC FUSION, LIMITED TO PIPELINE AND UTILITY WORK; SLURRY TRUCK DRIVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.09 35.69

TRUCK DRIVER GROUP 6 TRANSIT MIX TRUCK, 3 YDS. OR MORE; DUMPCRETE TRUCK, 6-1/2 YDS. WATER LEVEL AND OVER; VEHICLE OR COMBINATION OF VEHICLES - 4 OR MORE AXLES; OIL SPREADER TRUCK; DUMP TRUCK, 16 YDS. TO 25 YDS. WATER LEVEL WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB]...\$ 42.12 35.69

TRUCK DRIVER GROUP 7.....\$ 42.37 35.69

TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.62 35.69

TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 42.82 35.69

TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH ATTACHMENT WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.12 35.69

TRUCK DRIVER GROUP 11 WATER PULL - TWIN ENGINE; WATER PULL - TWIN ENGINE WITH ATTACHMENTS; WINCH TRUCK DRIVER - \$1.25 ADDITIONAL WHEN OPERATING WINCH OR SIMILAR SPECIAL ATTACHMENTS WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00 PER HOUR

ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 43.62 35.69

TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE
 WORK ON ALL MILITARY BASES: PREMIUM PAY: \$3.00
 PER HOUR ADDITIONAL. [29 PALMS MARINE BASE, CAMP ROBERTS, CHINA LAKE, EDWARDS AFB, EL CENTRO NAVAL FACILITY, FORT IRWIN, MARINE CORPS LOGISTICS BASE AT NEBO & YERMO, MOUNTAIN WARFARE TRAINING CENTER, BRIDGEPORT, POINT ARGUELLO, POINT CONCEPTION, VANDENBERG AFB].....\$ 44.05 35.69

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"