




THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 27, 2020
TO: James Nagelvoort, Director, Public Works Department
FROM: Claudia C. Abarca, Deputy Director, Public Works Department 
SUBJECT: Sole Source Agreement for Emergency Repair of Storm Drain at Rancho Mission Canyon

Estimated Amount: \$1,500,000 (Not-to-Exceed)

Contractor: Orion Construction

Estimated Completion: December 31, 2023

Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), “Exceptions to Advertisement and Competitive Award of Public Works Contracts”, this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

A report was received by the Transportation and Storm Water Department on December 20, 2019, reporting a failing 36-inch corrugated metal pipe (CMP) storm drain located near the Rancho Mission Canyon Trailhead on Cabaret St.

The storm drain was inspected via CCTV on December 30, 2019 and found to be corroded and completely separated approximately forty feet from the end of Cabaret St. An additional report was received on January 30, 2020 stating that the failed storm drain was beginning to erode the adjacent slope at a substantial rate, formed a gully, and was threatening the adjacent hiking trail. Further, on February 20, 2020, it was discovered that the pipe separation was diverting flows north toward an adjacent 8-inch PVC sewer main. The erosion had exposed the main, including a joint, and impacted its stability.


With additional rain events, the pipe will continue to deteriorate, and the failure will continue to grow unless the pipe is repaired. The necessary repair is beyond the capabilities of the Transportation and Storm Water Department, Storm Water Division, therefore, it is requested this project be designated an emergency and a sole source contract be approved.

Additional information related to this request can be found in Enclosure 1.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.

APPROVED BY:



James Nagelvoort, Director, Public Works

Date: 4/28/2020

Enclosure: 1. Memorandum from Kris McFadden to James Nagelvoort dated March 16, 2020.

cc: Kris McFadden, Director, Transportation & Storm Water Department
Andy Field, Director, Parks and Recreation Department
Myrna Dayton, Assistant Director, Public Works Department
Akram Bassyouni, Deputy Director, Public Works Department
Drew Kleis, Deputy Director, Transportation & Storm Water Department
Mark Nassar, Deputy Director, Public Works Department
Luis Schaar, Deputy Director, Public Works Department
Bethany Bezak, Assistant Deputy Director, Transportation & Storm Water Department
Sumer Hasenin, Assistant Deputy Director, Transportation & Storm Water Department
Benjamin Battaglia, Program Manager, Transportation & Storm Water Department
Jong Choi, Senior Civil Engineer, Public Works Department
Sara Dastgheibi, Senior Civil Engineer, Transportation & Storm Water Department
Catherine Dungca, Senior Civil Engineer, Public Works Department
Chris Gascon, Senior Civil Engineer, Public Works Department
Stephen Samara, Principal Contract Specialist, Public Works Department
Jeff Cramoline, Associate Civil Engineer, Public Works Department
Manuel Gonzalez, Associate Civil Engineer, Public Works Department

City of San Diego

CONTRACTOR'S NAME: Orion Construction Corporation _____

ADDRESS: 2185 LA Mirada Drive, Vista, CA 92081 _____

TELEPHONE NO.: (760) 597-9660 _____ **FAX NO.:** _____

CITY CONTACT: Celina Suarez, Contract Specialist, Email: CSuarez@sandiego.gov _____

Phone No. (619) 533-6678 _____

J. Cramoline / E. Wildberger / B. Richardson

**CONTRACT
DOCUMENTS**

FINAL



FOR

**EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR:
RANCHO MISSION CANYON STORM DRAIN REPLACEMENT**

RFQ NO.: _____ **K-18-1682-RFQ-3** _____

BID NO.: _____ **K-21-1955-EMR-3** _____

SAP NO. (WBS/IO/CC): _____ **B-20124** _____

CLIENT DEPARTMENT: _____ **2116** _____

COUNCIL DISTRICT: _____ **7** _____

PROJECT TYPE: _____ **CA** _____

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:



For City Engineer

6/3/20

Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of design and replacement of **Rancho Mission Canyon Storm Drain Replacement**. Repairs will include but is not limited to replacement of 150 linear feet of 36-inch CMP storm drain with 36-RCP. Contractor to procure civil and geotechnical consultant to evaluate and design storm drain replacement. Additional inlets will be installed to capture surface flow and eliminate concrete swale. Harris & Associates to be retained as Engineer of Record to perform design services. Design will be completed within 88 working days. Contractor to procure consultant to design revegetation plan per City guidelines. After construction slope will be restored to original state and revegetated per plan.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The WHITEBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special Provisions.
- 1.5. The Design-Builder agrees to provide the required services for the terms and conditions noted in this contract and its exhibits. The agreement and other terms and conditions are included in this Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.6. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 7.9 of these "General Instructions."

2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. EQUAL OPPORTUNITY: For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.

3.1. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

3.2. Design-Builder's Work Force

3.2.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

3.2.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

3.2.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms>

4. CONTRACT TIME: The Work including the Plant Establishment Period shall be completed within **220 Working Days** from the date of issuance of the Notice to Proceed. Design will be completed concurrent with construction and be completed within the first 88 working days of the contract.

5. CONTRACT PRICE: The Engineer's Estimate of the Contract Price is **\$1,200,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.

6. LICENSE REQUIREMENT: To be eligible for award of this contract, Prime contractor must possess the following licensing classification **A**.

- 7. PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- 7.1. Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
- 7.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- 7.1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
- 7.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

- 7.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "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 I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- 7.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 7.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 7.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 7.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 7.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
- 7.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 7.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

7.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 7.11 above. (Labor code section 1773.3).

8. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/safety-programs/camutcd/camutcd-rev5	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. INSURANCE REQUIREMENTS:

- 9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- 9.2.** Refer to sections within 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBCONTRACTOR INFORMATION:

10.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

10.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

11. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.

12. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Engineering and Capital Projects Contracts Branch, 525 B Street, Suite 750, San Diego, CA 92101, Telephone No. (619) 533-3450.
- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

 - 15.1.** The Bidder, by submitting electronically, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this contract are true and correct.
- 16. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
- 17. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**

 - 17.1.** This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
 - 17.2.** The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
- 18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "Contract Bonds", and 5-4, "INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder. If the Contractor fails to enter into the contract as herein provided, the award may be annulled. An award may be made to the next contractor on the shortlist or in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 21. DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
- 22. WRITTEN AUTHORIZATION.** Prior to performing any Professional Services in connection with the Project, the Contractor shall obtain from the City a written authorization to proceed. Further, throughout the term of this Contract, the Contractor shall immediately advise the City in writing of any anticipated change in the scope of services [**Section 1 - Description of Work**], compensation and rate schedule [**Exhibit L**], or Time Schedule [**Section 4 – Contract Time**], and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Contractor from its duty to render all Professional Services in accordance with applicable laws and accepted industry standards

**AGREEMENT
FOR
EMERGENCY DESIGN AND CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
ORION CONSTRUCTION CORPORATION**

This Phased-Funded Emergency Design and Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **Orion Construction Corporation** herein called "Contractor", for the purpose of designing (when required) and performing emergency construction services for **Rancho Mission Canyon Storm Drain Replacement**, Bid Number **K-21-1955-EMR-3**, in the amount of **\$1,200,000.00**, consisting of an amount not to exceed \$800,000.00 for Phase I and \$400,000.00 for Phase II at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via **RFQ K-18-1682-RFQ-3**, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency design and construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

AGREEMENT

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This agreement incorporates the Standard Specifications for Public Works Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein, and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- G. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.

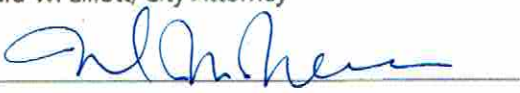
- M. Prior to NTP or as required by the City, the Contractor shall:
1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 2. Obtain the required insurance in accordance with 5-4, "INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the emergency contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Stephen Samara

Print Name: Mark M. Morc e
Deputy City Attorney

Principal Contract Specialist
Engineering & Capital Projects

Date: 11-4-2020

Date: 11/4/20

CONTRACTOR

By 

Print Name: Richard Dowsing

Title: President of Orion Construction Corp.

Date: 11/03/2020

City of San Diego License No.: B199002970

State Contractor's License No.: 549309

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

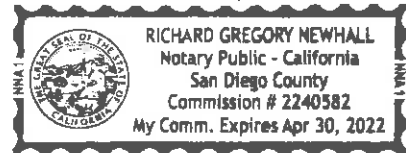
On 11/03/2020 before me, Richard Gregory Newhall
(insert name and title of the officer) Notary Public

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

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

WITNESS my hand and official seal.

Signature  (Seal)



PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction Corporation , a corporation, as principal, and Western Surety Company , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Million Two Hundred Thousand Dollars (\$1,200,000.00)** for the faithful performance of the annexed contract, and in the sum of **One Million Two Hundred Thousand Dollars (\$1,200,000.00)** for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated September 30, 2020

Approved as to Form

Orion Construction Corporation
Principal

By 

Richard Dowsing, President
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

Orion Construction Corporation
Surety

By Lawrence F. McMahon Digitally signed by Lawrence F. McMahon
Date: 2020.09.30 11:59:47 -07'00'
Attorney-in-fact
Lawrence F. McMahon

Approved:

By 

Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects

1455 Frazee Road, Suite 300
Local Address of Surety

San Diego, CA 92108
Local Address (City, State) of Surety

(619) 682-3510
Local Telephone No. of Surety

Premium \$ 13,910.00
Premium includes 25 months warranty and subject to adjustment based on final contract price.

Bond No. 30113582

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego



On September 30, 2020 before me, Maria Guise, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Maria Guise
Signature of Notary Public Maria Guise



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, Sarah Myers, Lilia De Loera, Janice Martin, Christopher J Conte, Rachel A Mullen, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of January, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of September, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Diego)

Notary Public


On 09/30/2020 before me, Richard Gregory Newhall
(here insert name and title of the officer)

personally appeared Richard Dowsing
President

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

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

WITNESS my hand and official seal.

Signature 



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EXHIBIT E

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, _____, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Rancho Mission Canyon Storm Drain Replacement

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-21-1955-EMR-3**; SAP No. (WBS) **B-20124**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

Contractor

by

ATTEST:

State of _____

County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT F

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

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

EXHIBIT G

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: Orion Construction Corporation

Certified By Richard Dowsing Title President

Name



Signature

Date 9/29/2020

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT H

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Orion Construction Corporation		Orion Construction Corporation	
Street Address	City	State	Zip
2185 La Mirada Drive	Vista	California	92081
Contact Person, Title		Phone	Fax
Richard Dowsing, President		(760) 597-9660	(760) 597-9661

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Richard Dowsing	President of Orion Construction Corporation
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
President	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Richard Dowsing, President

Print Name, Title



Signature

9/28/2020

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Print Name, Title
Signature
Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

EXHIBIT I

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED ☉	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Helix Environmental Planning, Inc.</u> Address: <u>7578 El Cajon Blvd.</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91942</u> Phone: <u>(619) 462-1515</u> Email: <u>ShelbyH@helixepi.com</u>	Consultant	1000015953	N/A	Consultant	\$51,760.00	N/A	N/A	N/A
Name: <u>Aqua Community Relations</u> Address: <u>4452 Park Blvd. #208</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92116</u> Phone: <u>(619) 794-6406</u> Email: <u>paula@aquacrg.com</u>	Consultant	N/A	11HC0124	Community Outreach	\$4,000.00	ELBE SLBE	CITY	N/A

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

☉ As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED [Ⓢ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Robert Rose Construction</u> Address: <u>4203 Genesee Ave #103-445</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92117</u> Phone: <u>(858) 874-8424</u> Email: <u>jeremy@robertroseconstruction.com</u>	Constructor	1000007322	642557	Constructor	\$108,503.00	N/A	N/A	N/A
Name: <u>Harris & Associates, Inc.</u> Address: <u>600 B Street Suite 2000</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>(619) 481-5000</u> Email: <u>Frank.Lopez@weareharris.com</u>	Designer	N/A	N/A	Designer	\$82,400.00	N/A	N/A	N/A

Ⓢ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
Ⓢ As appropriate, Bidder shall indicate if Subcontractor is certified by:			
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED [Ⓢ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Ninyo & Moore</u> Address: <u>5710 Ruffin Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92123</u> Phone: <u>(858) 576-1000</u> Email: <u>wmorrison@ninyoandmoore.com</u>	Designer	100004481	697063	Consultant	\$55,000.00	MBE	CPUC	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

Ⓢ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
Ⓢ As appropriate, Bidder shall indicate if Subcontractor is certified by:			
City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Vulcan Materials Company</u> Address: <u>10051 Black Mountain Road</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u> Phone: <u>(858) 530-9498</u> Email: <u>espinozaa@vmcmail.com</u>	Materials	\$6,000.00	Yes	Yes	N/A	N/A
Name: <u>Oldcastle Infrastructure</u> Address: <u>10441 Vine Street</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 240-8000</u> Email: <u>Curtis.Mumford@oldcastle.com</u>	Supplier	\$10,645.00	Yes	Yes	N/A	N/A

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|-----------------------------------------------|--------|------------------------------------------------|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|------------------------------------------------------|--------|--------------------------------------------------|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred or suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Richard Dowsing	President of Orion Construction Corporation

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Orion Construction Corporation

Certified By Richard Dowsing Title President
Name

Signature Date 9/28/2020

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ninyo & Moore - Kenneth Mansir Jr.	Principal

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Land Surveying Consultants, Inc. - Dale K. Brewer	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Robert Rose Construction - Jeremy Rose	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Aqua Community Relations - Paula Roberts	President

Contractor Name: Orion Construction Corporation

Certified By: Richard Dowsing Title President

Name

 Signature

Date 9/28/2020

USE ADDITIONAL FORMS AS NECESSARY

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Oldcastle Infrastructure - Todd Ebbert	Vice President
Vulcan Materials Company - Alvaro Espinoza	Businesss Representative

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Sealright Paving, Inc. - Monique Vasquez	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Helix Environmental Planning - Shelby Howard	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Harris & Associates, Inc. - Gary Yagade	Vice President

Contractor Name: Orion Construction Corporation

Certified By: Richard Dowsing Title President


 Name
 Signature

Date 9/28/2020

USE ADDITIONAL FORMS AS NECESSARY



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Orion Construction Corporation

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 2185 La Mirada Drive

City: Vista County: San Diego State: California Zip: 92081

Telephone Number: (760) 597-9660 Fax Number: (760) 597-9661

Name of Company CEO: Richard Dowsing

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: General Contractor Type of License: A & B

The Company has appointed: Richard Dowsing

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2185 La Mirada Drive Vista, CA 92081

Telephone Number: ((760) 597-9660) Fax Number: (760) 597-9661 Email: Richard.Dowsing@orionconstruction.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 - Branch Work Force *
 - Managing Office Work Force
- Check the box above that applies to this WFR.*

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Orion Construction Corporation

San Diego, California (County) (State) Orion Construction Corporation (Firm Name) hereby certify that information provided

herein is true and correct. This document was executed on this 25th day of September, 2020

[Signature]
(Authorized Signature)

Richard G. Newhall - Orion Construction Contracts Administrator
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Orion Construction Corporation DATE: 09/25/2020

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					1	2			1		1			
Professional					1						2			
A&E, Science, Computer											5	2		
Technical														
Sales														
Administrative Support				3							1	1		
Services														
Crafts														
Operative Workers														
Transportation			8								2	1		
Laborers*			2								3			

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			10	3	2	2			1		14	4		
--------------------	--	--	----	---	---	---	--	--	---	--	----	---	--	--

Grand Total All Employees 36

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Orion Construction Corporation

DATE: 09/25/2020

OFFICE(S) or BRANCH(ES): _____

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---------------------------------------------------------|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers	3		27	1								11		
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators	1		13									14		
Painters, Const. & Maintenance			3											
Pipe layers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	4		43	1								25		
--------------------	---	--	----	---	--	--	--	--	--	--	--	----	--	--

Grand Total All Employees 73

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

¹ One San Diego County (or Most Local County) Work Force –

Mandatory in most cases

² Branch Work Force *

³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches.*

Combine WFRs if more than one branch per county.

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers

Business Operations Specialists

Financial Specialists

Operations Specialties Managers

Other Management Occupations

Top Executives

Professional

Art and Design Workers

Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers

Health Diagnosing and Treating Practitioners

Lawyers, Judges, and Related Workers

Librarians, Curators, and Archivists

Life Scientists

Media and Communication Workers

Other Teachers and Instructors

Postsecondary Teachers

Primary, Secondary, and Special Education School Teachers

Religious Workers

Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers

Computer Specialists

Engineers

Mathematical Science Occupations

Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians

Health Technologists and Technicians

Life, Physical, and Social Science Technicians

Media and Communication Equipment Workers

Sales

Other Sales and Related Workers

Retail Sales Workers

Sales Representatives, Services

Sales Representatives, Wholesale and Manufacturing

Supervisors, Sales Workers

Administrative Support

Financial Clerks

Information and Record Clerks

Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers

Other Education, Training, and Library Occupations

Other Office and Administrative Support Workers

Secretaries and Administrative Assistants

Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers

Cooks and Food Preparation Workers

Entertainment Attendants and Related Workers

Fire Fighting and Prevention Workers

First-Line Supervisors/Managers, Protective Service Workers

Food and Beverage Serving Workers

Funeral Service Workers

Law Enforcement Workers

Nursing, Psychiatric, and Home Health Aides

Occupational and Physical Therapist Assistants and Aides

Other Food Preparation and Serving Related Workers

Other Healthcare Support Occupations

Other Personal Care and Service Workers

Other Protective Service Workers

Personal Appearance Workers

Supervisors, Food Preparation and Serving Workers

Supervisors, Personal Care and Service Workers

Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers

Electrical and Electronic Equipment Mechanics, Installers, and Repairers

Extraction Workers

Material Moving Workers

Other Construction and Related Workers

Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers

Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brick masons and Block masons

Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers

Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers

Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers

Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers

Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brick masons, Block masons, and Tile and Marble Setters

Carpenters

Electricians

Painters, Paperhangers, Plasterers and Stucco

Pipe layers, Plumbers, Pipefitters and Steamfitters

Roofers

All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers

Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators

Pile-Driver Operators

Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance

Paperhangers

Pipe layers and Plumbers

Pipe layers

Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solders and Braziers

Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EXHIBIT J

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

43. **Field Order** -A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through**- An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:30 AM** to **3:00 PM**.

To the “WHITEBOOK”, ADD the following:

108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

1-7.1.3 Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should you discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by you or your Subcontractor or supplier at any tier, shall be submitted by you to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should you believe that a response to an RFI causes a change to the requirements of the Contract, you shall, before proceeding, give written notice to the City, indicating that you believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies you in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If you proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require you to remove such work at your cost or back charge You the cost to remove this work.

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

SECTION 2 - SCOPE OF THE WORK

2-8 EXTRA WORK. To the "WHITEBOOK", ADD the following:

2. Compensation for "Time-and-Material" emergency Contracts.
 - a) You will be compensated for staff charges directly associated with the project.
 - b) Any invoiced off-site work shall include a summary of work.
 - c) Mark up for off-site work shall be the same as on-site work.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid.

3-10 SURVEYING. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING.

3-10.1 General.

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City (via City Consultant Surveyor)".
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City (via City Consultant Surveyor).

1. Monument Perpetuation, including mark-outs, will be performed by the City Engineering and Capital Projects (ECP), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
 - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.
2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City or a City consultant surveyor:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.
 - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.
3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

3-10.3 Payment.

1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) If the Work includes installing an irrigation system, provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
 - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
 - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
 - m) Notify the Engineer to arrange a final inspection of any permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.

4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost.
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty

Specified Item	Minimum Warranty Period
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10-year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 4 - CONTROL OF MATERIALS

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity obligations contained in the Contract.

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided, and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
2. All costs of defense shall be outside the limits of the policy.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,

- c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
- a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

5-4.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/ecp/edocref>

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting

5-15.1

General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1

Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.

- b) Refer to the Sample City Invoice materials in **Exhibit P – Sample City Invoice** and use the format shown.

To the "WHITEBOOK", **ADD** the following:

3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

6-1.5.2

Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2

Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.

3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2 Extensions of Time. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1. Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Rancho Mission Canyon Storm Drain Replacement**, Project No. **B-20124.02.06**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit K**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.
3. **COST OVERRUN NOTIFICATION:** You shall promptly notify the City in writing of any potential cost overruns. Cost overruns shall include, but are not limited to the following:
 - a) Where the total cost for performance of the scope of services defined in Section 1 - Description of Work appears that it may be greater than the maximum compensation for this Contract.

7-3.2 Partial and Final Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.

- b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
- c) Consent of Surety to Final Payment.
- d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
- e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
- f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice.

A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.

3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.

4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.9 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000

Contract Price	Maximum Field Order Work Amount
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Exhibit O - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

**SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION
AND MAINTENANCE WORK ZONES**

601-2.1.4 **Traffic Control for Resurfacing and Slurry Sealing.** To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 **General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 **Channelizing Devices.** To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

- 7. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

EXHIBIT K

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project No. / WBS No.: B-20124.02.06

Project Name: Rancho Mission Emergency Storm
Drain Repair Project

Project Location-Specific: The project is located near 6170 Cabaret St, within the Navajo Community Planning Area (Council District 7).

Project Location-City/County: San Diego/San Diego County

Description of nature and purpose of the Project: An existing 36-inch storm drain pipe located at the western end of Cabaret St, west of Decanture St, has failed. The failure of the pipe has resulted in significant erosion at the end of Cabaret St, and has undermined the adjacent hiking trail and exposed a sewer main. Further erosion could compromise the sewer main, and immediate action is necessary to prevent further erosion and protect property, environment, and public safety. Work will include repair and/or replacement of the damaged storm drain pipe and ancillary structures. Following completion of work, all areas impacted by the emergency will be restored to their pre-impact condition, including restoration of environmentally sensitive habitat impacted by the project.

The project is located within the City's Multi-Habitat Planning Area and Environmentally Sensitive Lands (ESL). The project will comply with all City ESL regulations to avoid and minimize impacts to environmental resource to the greatest extent feasible.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department
Contact: Sean Paver
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3629

Exempt Status: (CHECK ONE)

(X) Statutory Exemptions: Emergency Project – Sec. 21080(b)(4); 15269(b)(c)

Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)), which allows for actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Carrie Purcell

Telephone: (619) 533-5124

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA



Carrie Purcell, Assistant Deputy Director



Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT L

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT L

CONTRACTOR'S COMPENSATION RATE SCHEDULE

The following Compensation Rate Schedule shall constitute the maximum rates (e.g., labor, direct costs, etc.) for Extra Work, if any, provided by the Contractor during the term of this agreement.

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 7-3.7, "Agreed Prices".

**City of San Diego Emergency Project
Rancho Mission Canyon SD**

COMPENSATION RATE SCHEDULE

ORION CONSTRUCTION			
Title/Classification	Standard Rate (\$)/hour	Overtime Rate (\$)/hour	Double-time Rate (\$)/Hour
Superintendent	140	187	250
Foreman	115	165	220
Operator Group 8	106	154	206
Group 1 Oiler/Grade Checker	98	141	188
Truck Driver	82	118	158
Laborer/Pipelayer	81	121	162
Carpenter	86	129	172
Mechanic	91	136	182
Apprentice Operator	89	131	171
Apprentice Laborer	43	61	83
Project Manager	175	N/A	N/A
Project Staff Engineer	125	N/A	N/A
Engineering Project Director	220	N/A	N/A
Engineer (PE) QA/QC	190	N/A	N/A
PM/Design Engineer	190	N/A	N/A
Sr. CADD Tech	125	N/A	N/A
CADD Tech	100	N/A	N/A
Admin/Office	85	N/A	N/A
Environmental Engineer/SWPPP Coordinator	175	N/A	N/A

Labor Surcharge and Equipment Rental Rates

(Cost of Equipment Ownership)



Effective April 1, 2020 through March 31, 2021



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FOR DOUBLE-SIDED PRINTING

**USER'S GUIDE
FOR LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
April 1, 2020 - March 31, 2021**

Equipment Rental Rates are available on the Internet at:

<http://www.dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>

Miscellaneous Equipment Rental Rates are available on the Internet at:

<http://www.dot.ca.gov/programs/construction/miscellaneous-equipment-rental-rates-and-labor-surcharge>

The miscellaneous listing is updated daily.

Changes

Books are no longer available in hard copy and should be downloaded from the internet and printed.

Changes to the equipment rates in the April 1, 2020 book are the result of: 1) fuel costs increased; 2) interest rates decreased; 3) Producers' Price Index increased; 4) no change in sales tax; and 5) no change in freight (F.O.B.) rates.

Labor Surcharge

The labor surcharge compensates the contractor for statutory payroll items stipulated by various governmental agencies. The six items included are worker's compensation, social security, Medicare, Federal unemployment insurance, State unemployment insurance, and State training taxes. The general rate is an average of the job classifications common to Caltrans projects. The labor surcharges in the April 1, 2020 book are the result of some changes in worker's compensation rates. The rates were derived from using the pure premium rate approved by the Insurance Commissioner effective January 1, 2020 and increasing it by the historical statewide average expense. In the calculation of the labor surcharge for overtime work, the worker's compensation is not included on the premium portion of overtime, as provided by worker's compensation regulations.

The surcharge percentage to be applied to the actual wages paid as provided in Section 9-1.04B [9-1.03A(1b)] of the *Standard Specifications* will be **10 percent for regular time (RT) and 10 percent for overtime (OT).**

Exceptions to the general rate are listed below. These classifications were chosen because of high worker's compensation insurance costs. Forward questions, regarding worker's compensation rating and proper labor surcharge usage, to the rental rate personnel in the Division of Construction.

A

EXCEPTIONS

<u>Type of Work Performed</u>	<u>Labor Surcharge Percent</u>	
	RT	OT
Concrete Construction - Bridge.....	10	10
Drilling	12	12
Fence & Guardrail Construction	10	10
Erection of structural metal for metal bridges, excluding sign bridge	13	12
Landscape Gardener	10	10
Mobil Crane & Hoist Service.....	12	12
Painting Steel Structures or Bridges	13	12
Pile Driving, not including drilled, cast-in-place concrete piles	18	16
Sign Erection or Repair	13	12
Wrecking & Demolition	12	12

An appropriate labor surcharge will be established by the Division of Construction for work that is determined by the resident engineer to be covered by Longshoreman and Harbor Worker’s Act.

Background

By the authority described in Section 9-1.04 [9-1.03A] of the *Standard Specifications*, compensation for work paid by force account is determined to be the total of the direct equipment costs (rental rate) plus a 15 percent markup for all overhead not included as direct costs. The direct costs include fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance, depreciation, storage, cost of facilities capital, overhaul and all incidentals. The labor costs required to provide the above listed items are also included. The operator cost is not included in the equipment rate.

The calculated rate represents the cost of owning and operating the equipment, which is likely to be lower than the rate charged by a rental yard. The rental yard rate may include additional overhead and profit as well as a premium for short-term rentals. In certain situations, factors are applied to the calculated rates to provide ownership-only rates for delay situations or operating-only rates for overtime situations. The rates are calculated using factors for the direct cost items described above. The factors represent an average and are applied to all makes and models of equipment within the class. **All rates are hourly, unless stated otherwise.**

Overtime and Multiple Shifts

Certain equipment costs are fixed on an annual basis, no matter how many hours are worked. Once an estimate of the costs and hours of use is made, a rate can be determined. When more than the estimated number of hours are worked (Overtime or Multiple Shift), a duplication of payment occurs on the fixed cost portion of the equipment rate.

In order to avoid this duplication, Caltrans uses a reduced rate for the Overtime or Multiple Shift situations. The definition of Overtime or Multiple Shift periods is:

Overtime hours occur after the equipment has worked at force account, eight hours per day (or after the daily equivalent of forty hours per week for special work schedules - 4/10 or 9/80). Multiple shift hours will be paid at the same rate as overtime hours.

The hours shown on the Daily Extra Work Bill will determine when the Overtime and Multiple Shift is to be used. **When the hours worked on force account are eight or less, straight time rates will be used.** When the hours worked on force account are more than eight, Overtime and Multiple Shifts rates will be used. Saturday, Sunday or holiday work will be paid at the overtime rate except in those cases where these days are considered working days in the special provisions.

Be advised the computed overtime rates are no longer rounded and now equal the product of the straight time rate and overtime factor. The Overtime and Multiple Shift Factors are recalculated annually to reflect changes in the operating costs.

Delays

As described in Section 8-1.07C [8-1.09] of the *Standard Specifications*, the Delay Factor may be applied to the equipment rental rate. The Delay Factor may be the basis for compensation for idle equipment time on an excusable delay. The factor has been calculated to include the ownership costs without including operating costs. The Delay Factor recovers all the contractor's non-operating costs in an eight-hour day. If payment is made for equipment on an excusable delay, it is limited to eight hours per day or forty hours per week maximum.

The NONOP class for non-operated items and the TRAFc class for traffic safety devices have been separated from traditional "rolling stock" equipment when calculating the Delay Factor. These classes are comprised of items whose depreciable lives are related to the number of uses per year, rather than the number of hours per year. Accordingly, the reasonable compensation for the contractor's actual loss has been estimated to equal the cost of facilities capital. **It should be recognized that these items must be out of service before the Delay Factor is applied. For example, if work behind K-rail is delayed, the K-rail should be paid straight time until it is no longer controlling traffic.**

Any use of this factor must have the prior approval of the resident engineer. The Delay Factor is recalculated annually to reflect changes in the operating costs.

Use of Daily Extra Work Bill

Identification codes and rates are intended to be used with the Department's Internet change order billing system. The class is abbreviated using a 5-digit alpha-code, the make (manufacturer), a 4-digit alpha-code, and the code a 7-digit alpha-numeric code. All three codes must be used to define the equipment when using the automated pay system. Since the majority of items are described by per hour rates, each line has an entry for hours with an allowable maximum of 24. Special items with other than hourly rates should be appropriately checked and then entered in the Regular Hours column. For example, 50 Traffic Cones used 3 days (converts to 1.5, 100-cone-days) requires 1.5 be entered in the Regular Hours column. Note that any entry in the Delay Factor column will automatically apply the Delay Factor to every equipment entry on the current report.

Whenever an identification code cannot be found or the rate for a particular date of work performed is not available, updated information should be requested from the resident engineer. It is the resident engineer's responsibility to establish rates for equipment not found in the *Labor Surcharge and Equipment Rental Rates* publication. Support for this determination is available from both District and Headquarters Construction Offices. **Rates are regularly superseded during contract periods, so avoid the use of old publications or expired rates.**

The equipment is presented with a standard configuration capable of performing work commonly encountered on Caltrans projects. Special attachments or accessories are described under the classification heading in the *Labor Surcharge and Equipment Rental Rates* publication. Attachments other than those described by these remarks will be paid only upon direction of the resident engineer.

EQUIPMENT RENTAL RATE

NOTE--THE FOLLOWING RATES ARE IN EFFECT FROM APRIL 1, 2020 THROUGH MARCH 31, 2021

ATTACHMENTS

TRACTOR ATTACHMENTS -including power control units and accessories necessary to provide a functional attachment. Dozer blades are included in the standard configuration for both crawler and heavy, rubber tire tractors.

Rippers are listed from R1 to R8 and Winches for logging or towing are listed from S1 to S5. Equipment model groups are as follows:

1. Case 300 Thru 800 Series, Cat D-2 thru D-4, Deere 400 & 450, Dresser TD-7, TD-8 and TD-9, Fiat-Allis FD-5 Thru FD-7, Komatsu D21E Thru D37P, Liebherr PR711 & PR721.
2. Case 1150, Cat D-5, Deere 750, Dresser TD-12, Fiat-Allis FD9 & 10, Komatsu D58P, Liebherr PR731.
3. Case 1450 and 1550, Cat D-6, Deere 850, Dresser TD-15, Komatsu D63PE Thru D68P, Liebherr PR741.
4. Cat D-7 & 814, Dresser TD-20, Fiat-Allis 14 & FD14, Komatsu D83P, Terex 82-30
5. Cat D-8 & 824, Dresser TD-25, Fiat-Allis FD20 Komatsu D135A, Terex 82-40 Michigan 280, Raygo CHD 17 & CD-500.
6. Cat D-9 & 834, Fiat-Allis FD30, Raygo CHD 24 & CD 800.
7. Cat D-10, Dresser TD-40, Fiat-Allis FD40, Komatsu 375, Michigan 380, Raygo CDH 30.
8. Cat D-11, Fiat-Allis FD50, Komatsu 475

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Clam action bucket 1 CY & Less	C1	\$4.36
Clam action Over 1 CY to 2 CY	C2	\$7.66
Clam action Over 2 CY to 3.5 CY	C3	\$11.09
Clam action Over 3.5 CY to 5 CY	C4	\$15.81
Clam action bucket Over 5 CY	C5	\$21.86
Ripper on No. 1 models	R1	\$2.62
Ripper on No. 2 models	R2	\$3.43
Ripper on No. 3 models	R3	\$5.72
Ripper on No. 4 models	R4	\$6.47
Ripper on No. 5 models	R5	\$10.61
Ripper on No. 6 models	R6	\$16.78
Ripper on No. 7 models	R7	\$19.47
Ripper on No. 8 models	R8	\$32.44
Winch on No. 1 models	S1	\$3.11
Winch on No. 2 models	S2	\$4.64
Winch on No. 3 models	S3	\$6.14
Winch on No. 4 models	S4	\$7.89
Winch on No. 5 models	S5	\$13.81
Lift gate	TG	\$0.90
Pump, water truck only	TP	\$6.16
Winch, truck	TW	\$0.33
Gas welding hose per 15.2 m (50 lf)	WH	\$0.02
Elec welding lead per 30.5 m (100 lf)	WL	\$0.19

AIR COMPRESSOR

[AIRCP]

DELAY FACTOR = 0.14

OVERTIME FACTOR = 0.87

All types of self contained units, regardless of power (gas, diesel and lpg) or type of compression (reciprocating, screw and vane). The listed rates include 15.2 meters (50 lineal feet) of hose, all hose whips, fittings, couplings and any compressor attachments. Listed in accordance with mfr's rated capacity in liters per second (cubic feet per minute) at 7 bar (100 psi).

PORTABLE

[PORT]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	19 (40)	000-004	\$5.16
19 (40)	76 (160)	004-016	\$19.18
76 (160)	118 (250)	016-025	\$20.82
118 (250)	212 (450)	025-045	\$36.25
212 (450)	354 (750)	045-075	\$59.93
354 (750)	566 (1200)	075-120	\$87.54
566 (1200)	708 (1500)	120-150	\$114.01

AIR DRILLS, CRAWLER

[AIRDL]

DELAY FACTOR = 0.49

OVERTIME FACTOR = 0.55

All types, pneumatically propelled, including attachments. Expendable carbon drill steel, bits and shanks shall be paid by separate invoice. Rated in accordance with the cylinder bore diameter in millimeters(inches).

CRAWLER DRILLS

[CLR]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	100 (4)	0-4	\$26.98
100 (4)	& Over	5	\$27.62

AIR TOOLS

[AIRTO]

DELAY FACTOR = 0.61

OVERTIME FACTOR = 0.41

All types including paving breakers, clay spades and diggers, sinker rock drills, trench diggers, sheeting/spike drivers, backfill tampers and hand held grinding tools. Expendable drill steel, bits and breakers points, grinding wheels and shanks shall be paid by separate invoice. Rated by tool weight in kilograms (pounds), determined in accordance with the mfr's specifications.

AIR TOOLS

[ATOL]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	4.5 (10)	0-10	\$0.45
4.5 (10)	9.1 (20)	10-20	\$0.49
9.1 (20)	13.6 (30)	20-30	\$0.89
13.6 (30)	18.1 (40)	30-40	\$1.04
18.1 (40)	27.2 (60)	40-60	\$1.13
27.2 (60)	& Over	60	\$1.60

ASPHALT DIKE & SHOULDER PAVERS [ASDSP]

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.91

Includes all attachments, accessories and automatic grade and line control.

A.C. DIKE COMPANY [ACDC]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
No. 1	4050	\$77.43
No. 2	4052	\$61.82
Nos. 43, 44	4054	\$81.40

ASPHALT PAVING COMPANY [APCO]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
E-1	4000	\$103.97
E-2, E3	4002	\$186.15

BLAW-KNOX [B-K]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
RW-35 / 38	4075	\$72.27
RW-85	4077	\$38.65
RW-95	4079	\$61.88
RW-100	4081	\$105.50
RW-195D	4083	\$145.53

DELTA [DLTA]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
DC-1	4095	\$146.09

ASPHALT PAVERS [ASPAV]

DELAY FACTOR = 0.17 OVERTIME FACTOR = 0.87

Includes all attachments, accessories and automatic grade and line control.

BARBER-GREENE [B-G]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BG 220	0805	\$90.99
BG 225	0810	\$98.49
BG 240	0815	\$107.31
BG 245	0820	\$117.15
BG 260	0825	\$138.59
BG 260B	0826	\$177.49
BG 265	0830	\$156.06
RT 435, 4wd	0905	\$115.45
RT 445, 4wd	0925	\$111.73
RT 455, 4wd	0945	\$109.77
RT 455, 4wd, 10-20' screed	0955	\$113.54
RT 465, 4wd	0965	\$145.60
SA 125	1419E	\$87.05
SB 131	1420	\$107.72
SB 140	1425	\$133.59
SA 141	1430	\$92.03
SA 145	1432	\$114.71
SA 150	1435	\$145.22

SB 170 **1440** \$147.95

BLAW-KNOX [B-K]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PF-22	1490	\$40.89
PF-35	1550	\$72.95
PF-115	1750	\$115.05
PF-120H	2010	\$105.76
PF-171	2090	\$160.05
PF-180	2100	\$71.64
PF-180H	2204	\$168.22
PF-200	2250	\$167.73
PF-200, 18' screed	2252	\$170.64
PF-220	2300	\$170.69
PF-400A	2350	\$148.30
PF-500	2404	\$185.17
PF-500, 18' screed	2406	\$188.29
PF-510, 18' screed	2407	\$194.96
PF-3172, 18' screed	2408	\$160.84
PF-3200	2410	\$216.84
PF-5510	2415	\$227.29

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
AP-200	2420	\$45.67
AP-800	2430	\$115.84
AP-1050	2431	\$180.59
AP-1000	2435	\$177.20
AP-1000 4wd	2436	\$183.25
AP-1055B	2438	\$226.48
AP-1055D	2438D	\$285.35
AP-1200	2440	\$148.13

CEDAR RAPIDS [CEDR]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BSF-2H	2550	\$96.30
BSF-3R	2600	\$106.08
CR-351	2668A	\$151.57
CR-351 4wd	2668B	\$156.38
CR-361R (RUBBER TRACK)	2668R	\$185.78
CR-431	2669	\$127.75
CR-551	2670	\$204.23
CR-461	2672	\$202.09
CR-561	2674	\$214.27

LAYTON [LYTN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
F-525	2680	\$22.99
D-550	2682	\$25.50
H-500B	2684	\$7.20

ASPHALT WINDROW PICKUP MACHINE [ASPWP]**DELAY FACTOR = 0.08 OVERTIME FACTOR = 0.94**

Includes all attachments and accessories.

ATHEY [ATHY]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
7-11	5000	\$95.37
BARBER-GREENE [B-G]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BG-610H	5100	\$66.36
CATERPILLAR [CAT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
WE-601B	5200	\$74.12
CLARK'S WELDING COMPANY [CLAR]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
500	5300	\$56.42
601	5304	\$52.03
Lincoln 660	5305	\$100.19
C.M.I. [CMI]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
851	5405	\$93.70

AUGERS, CRAWLER MOUNTED [AUGCL]**DELAY FACTOR = 0.28 OVERTIME FACTOR = 0.74**

Includes carrier, attachments and accessories with up to 6.1 meters(20 feet) of auger flights. Consumable bits or tips to be paid by separate invoice.

BAYSHORE [BYSH]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
8400 TD limited access	1500	\$118.69
TEXOMA [TXMA]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
TAURUS	2010	\$244.79
700CL	2100	\$139.11
WATSON [WATS]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2000CM	2500	\$107.59
2500CM	2505	\$165.86
3000CM	2510	\$188.16
3100CM	2515	\$195.27

AUGERS, HORIZONTAL [AUGHZ]**DELAY FACTOR = 0.27 OVERTIME FACTOR = 0.76**

Includes all attachments and accessories with up to 9.1 meters(30 feet) of auger flight, track and/or pipe pusher. Consumable bits or tips shall be paid by separate invoice. Power unit is included.

AKKERMAN [AKMN]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
360	5000	\$111.45
420 series 1250	5002	\$114.34
AMERICAN AUGER [AMAU]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
36-350	5014	\$30.29
BORZALL [BORZ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2300-10	5040	\$10.35
4265-10	5042	\$14.42
DITCH WITCH [D-W]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2510	5040	\$47.34

AUGERS, TRUCK MOUNTED [AUGTK]**DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.80**

Includes truck/carrier, all attachments and accessories with up to 6.1 meters(20 feet) of auger flight. Consumable bits or tips shall be paid by separate invoice.

ATLANTIC [ATLN]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
LDH-80	5000	\$181.49
LDH-100	5005	\$152.51
LLDH-80	5010	\$193.60
LLDH-120	5015	\$206.66
CALWELD [CALW]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150-A	5050	\$99.40
200	5052	\$118.33
4500LH	5054	\$197.07
HUGHES [HUGH]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
EZ 112	5070	\$64.49
EZ 120	5071	\$72.80
LDH-100	5072	\$118.35
LDH-80	5074	\$116.82
LLDH-120	5076	\$171.70
LLDH-80	5078	\$159.04

P.D.E. [PDE]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
M -100	5084	\$45.95
M-400 with hammer	5085	\$35.28

TEXOMA [TXMA]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Economatic 115	5087	\$99.71
Super Economatic	5089	\$100.86
80	5090	\$137.37
270	5093	\$100.57
330	5095	\$105.31
330 with hammer	5095B	\$116.75
500 with hammer	5096B	\$118.60
600	5097	\$124.43
700	5099	\$189.81

WATSON [WATS]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1000	6010	\$86.16
2000	6012	\$154.30
3000	6014	\$182.41

BITUMINOUS DISTRIBUTORS [BITDT]

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.87

Includes all equipment for handling bituminous materials under pressure. Includes pumps, spray bars and other attachments and accessories.

TRAILER MOUNTED [TLMD]

Does not include towing unit. Capacity rated in liters (U.S. gallons).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	1136 (300)	0-300	\$7.20

TRUCK MOUNTED [TRMD]

Including truck. Capacity rated in liters (U.S. gallons).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	3028 (800)	00-08	\$72.88
3028 (800)	5299 (1400)	08-14	\$90.84
5299 (1400)	6831 (1800)	14-18	\$93.07
6831 (1800)	11355 (3000)	18-30	\$95.00
11355 (3000)	15140 (4000)	30-40	\$99.07

BROOMS & SWEEPING EQUIPMENT [BRMSW]

DELAY FACTOR = 0.15 OVERTIME FACTOR = 0.86

Includes all attachments and accessories with brooms of any type. Includes broom wear.

BROOMS - MOUNTED & TOWED [MTTD]

Includes traction, PTO or engine driven.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$30.36

BROOMS - SELF PROPELLED [SFPR]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$44.40

SWEEPERS - SELF PROPELLED, [SWSP]

PICK UP

Rated in accordance with hopper size in cubic meters (cubic yards).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	2.3 (3.0)	0-3	\$102.55
2.3 (3.0)	4.6 (6.0)	3-6	\$136.59
4.6 (6.0)	6.9 (9.0)	6-9	\$159.53

BRUSH CHIPPING & SHREDDING MACHINES [BRUCP]

DELAY FACTOR = 0.08 OVERTIME FACTOR = 0.93

Includes all attachments, accessories and power unit. Rated in accordance with the cutter head width in millimeters(inches)

BRUSH CHIP & SHRED [BCSM]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	230 (9)	00-09	\$30.46
230 (9)	300 (12)	09-12	\$47.48
300 (12)	405 (16)	12-16	\$46.83

COMPACTORS, HAND GUIDED [COMHG]

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.82

Includes pan, vibrating plate, rammer and jumping jack type compactors(gas or diesel). Includes all attachments and accessories. Listed in accordance with the weight in kilograms(pounds)

COMPACTORS [COMP]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	113 (250)	0-250	\$4.05
113 (250)	& Higher	250	\$9.82

CONCRETE MIXERS [CONMX]

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.89

STATIONARY OR PORTABLE [SORP]

Rated by Mfr's capacity in cubic meters (sacks or cubic feet).

OVER	TO	Code	Rate
0	0.10 (3.5)	0-3.5	\$2.22
0.10 (3.5)	0.17 (6.0)	03.5-6	\$3.23
0.17 (6.0)	0.31 (11)	06-11	\$4.16
0.31 (11)	0.45 (16)	11-16	\$5.90

TRANSIT MIX [TRMX]

PTO type, including carrier. Rated by Mfr's capacity in cubic meters (cubic yards).

OVER	TO	Code	Rate
6.4 (9)	7.6 (10)	09-10	\$153.51
7.6 (10)	9.2 (12)	10-12	\$153.60

CONCRETE PUMPS [CONPM]

DELAY FACTOR = 0.17 OVERTIME FACTOR = 0.85

Includes truck/carrier or self powered trailer mounted units. Including attachments, accessories and hoses.

ELBA [ELBA]

Model	Code	Rate
K-8020	1000	\$96.35

MAYCO [MACO]

Model	Code	Rate
C-30HD	1020	\$17.93
LST-30/60S	1024	\$30.50

SCHWING [SHWG]

Model	Code	Rate
BPA-1000	1050	\$35.73
WP-1000X	1052	\$48.77
WP-1250X	1054	\$63.17
900-1200 w/28 m boom	1055	\$95.21
900-1200 w/32 m boom	1057	\$111.99
BPL 1200 w/36 m boom	1058	\$119.28

THOMSEN [THOM]

Model	Code	Rate
A-3.75 w/ mixer	1070	\$23.89
A-7	1072	\$21.18
11 pump w/28 m boom	1078	\$117.50
12 pump w/32 m boom	1082	\$124.81
14 pump w/36 m boom	1084	\$170.18

CONCRETE SLIPFORM PAVERS [CONSF]

DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.85

Includes all attachments and accessories. Detached, independently powered finished bridges or spray/tyne machines are not included.

C.M.I. [CMI]

Model	Code	Rate
SF-250	2002	\$163.05
SF-350 series 2	2004	\$260.54
SF-550	2006	\$348.53

GOMACO [GOMA]

Model	Code	Rate
GP-2000	2020	\$165.45
GP-2500	2022	\$185.60
GP-3500	2024	\$263.89

CONCRETE VIBRATORS [CONVB]

DELAY FACTOR = 0.33 OVERTIME FACTOR = 0.69

Includes all attachments and accessories. Includes vibrator motor but independent power, whether air or electric, shall be paid as a separate item.

CONCRETE VIBRATORS [CVIB]

Model	Code	Rate
Each Vibrating Head	EVHD	\$1.11

CURB EXTRUSION MACHINES [CRBEX]

DELAY FACTOR = 0.23 OVERTIME FACTOR = 0.81

Self propelled for asphalt or concrete curb and gutter section. Includes attachments, accessories and molds. Rated by Mfr's maximum width recommendations in millimeters (inches).

CURB EXTRUSION MACHINE [CEM]

OVER	TO	Code	Rate
0	460 (18)	0-18	\$33.59
460 (18)	& Over	18 PLUS	\$97.07

CONCRETE BARRIER SLIPFORM PAVERS [CRBSF]

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.84

Includes all attachments, accessories and barrier or curb molds.

C.M.I. [CMI]

Model	Code	Rate
SF-175	3000	\$120.50

CURBMASTER [CURB]

Model	Code	Rate
CMT-800	3020	\$74.66

GOMACO [GOMA]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
GT-6000-(78&90)	3040	\$83.73
COMMANDER II	3045	\$95.49
COMMANDER III	3050	\$132.09

MILLER FORMLESS [MILL]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
M-7500	3063	\$98.16
M-8100	3065	\$138.19
M-8800	3067	\$173.81

ELECTRIC GENERATORS & LIGHT PLANTS [ELGEN]

DELAY FACTOR = 0.13 OVERTIME FACTOR = 0.88
 Rates are for gas or diesel power and alternating or direct current.

GENERATOR [GEN]

Rated in accordance with Mfr's output in kilowatts.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	1	000-001	\$0.87
1	3	001-003	\$2.02
3	7.5	003-008	\$4.17
7.5	15	008-015	\$9.34
15	25	015-025	\$14.65
25	50	025-050	\$14.86
50	100	050-100	\$26.67
100	200	100-200	\$53.72
200	300	200-300	\$91.30
300	400	300-400	\$124.52
400	500	400-500	\$156.06

LIGHTS [LITE]

Includes trailer, pole and generator.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2 Light Set	2 LIGHT	\$4.25
4 Light Set	4 LIGHT	\$8.66

ELECTRIC POWERED HAND TOOLS [ELTOL]

DELAY FACTOR = 0.62 OVERTIME FACTOR = 0.41
 Includes electric powered, hand held tools not listed elsewhere in this book. Expendable bits, blades, discs, wheels, etc. shall be paid by separate invoice. Rated in accordance with Mfr's suggested retail price.

TOOLS [TOOL]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
450	600	045-060	\$0.32
600	800	060-080	\$0.43
800	1000	080-100	\$0.54

FORK LIFT TRUCKS [FKLFT]

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.79

Includes attachments and accessories. Listed in accordance with the Mfr's maximum rated capacity in kilograms(pounds).

FORK LIFT TRUCKS [FLT]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
454 (1000)	1814 (4000)	010-040	\$29.85
1814 (4000)	2722 (6000)	040-060	\$39.74
2722 (6000)	3629 (8000)	060-080	\$44.83
3629 (8000)	5443 (12000)	080-120	\$61.98
5443 (12000)	7258 (16000)	120-160	\$65.33
7258 (16000)	9072 (20000)	160-200	\$76.60
9072 (20000)	11340 (25000)	200-250	\$75.95
11340 (25000)	13608 (30000)	250-300	\$83.71
13608 (30000)	18144 (40000)	300-400	\$106.92
18144 (40000)	22680 (50000)	400-500	\$128.62
22680 (50000)	34020 (75000)	500-750	\$175.66

GRADERS [GRADR]

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90

Includes ripper and scarifier attachments and all accessories. Electronic blade control and specialty cutting tools shall be paid separately.

BLADE-MOR [BMOR]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
727	2173	\$26.28
747	2178	\$37.89

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
120G 87V serial	2685	\$71.11
130G 74V serial	2695	\$78.76
12E 99E serial	2710	\$50.24
12F 73G serial	2768	\$76.10
12F 13K serial	2826	\$58.68
12F 89H serial	2884	\$59.17
12G 61M serial	2890	\$80.53
12H	2895	\$92.40
14E 72G serial	3174	\$78.33
14G	3180	\$119.99
14H	3185	\$132.34
140 14U serial	3250	\$79.37
140G 72V serial	3260	\$87.13
140H	3265	\$93.13
143H	3267	\$104.09
16 49G serial	3290	\$102.24
16 49G800 serial	3348	\$149.61
16 G93U serial	3360	\$166.92
16H	3380	\$176.80

160H	3385	\$109.54
163H	3390	\$115.19

JOHN DEERE [DEER]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-570A	3890	\$46.87
JD-570B	3892	\$54.40
JD-670	3900	\$60.93
JD-670A	3905	\$66.98
JD-670CH	3907	\$86.98
JD-770	3910	\$69.26
JD-770A, 770A-H	3915	\$81.16
JD-770B	3916	\$88.46
JD-772CH	3930	\$105.78

GALION [GALN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
A-400E	4940	\$65.60
T-400A	4980	\$62.96
T-500C	5150	\$73.00
T-500L	5204	\$72.50
T-500M	5210	\$75.05

KOMATSU [KOMA]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
GD 505A-2	8980	\$68.55
GD 515A-1	8986	\$71.12
GD 605A-2	9000	\$75.67
GD 615A-1	9005	\$82.45
GD 625A-1C	9007	\$106.40
GD 655A-2	9010	\$84.10

HAMMERS, DEMOLITION & PILE [HAMMR]

DELAY FACTOR = 0.23 OVERTIME FACTOR = 0.80

Includes attachments, accessories and power unit. Does not include carrier.

ABI [ABI]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HVR-60	0100	\$38.36

AMERICAN PILE DRIVING [APE]

EQUIPMENT

<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0010	\$163.97
180	0050	\$225.85
200/500	0060	\$251.89
300 VIBRO	0075	\$280.18
400B VIBRO	0085	\$449.51

ALLIED STEEL & TRACTOR [AS&T]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
800	0300	\$57.49
HYRAM 720	0310	\$6.38
HYRAM 725	0320	\$12.24
HYRAM 730	0330	\$14.72
HYRAM 740	0340	\$21.03
HYRAM 750	0350	\$23.20
HYRAM 77	0360	\$9.53
HYRAM 770	0370	\$23.13
HYRAM 780	0380	\$38.03
HYRAM 790	0390	\$49.26
HYRAM 88	0400	\$16.01

DELMAG [DELM]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-12	0500	\$24.77
D-16	0510	\$36.55
D-22	0520	\$58.11
D-30	0530	\$42.98
D-30-32	0540	\$63.20
D-36-32	0560	\$82.21
D46-32	0570	\$97.26
D62-22	0580	\$158.51
D100-13	0590	\$250.83

FOSTER [FOST]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1700	0600	\$138.90
4030	0630	\$194.80
FNV-1800	0660	\$115.97
FNV-4150	0693	\$249.54

HYDRAULIC POWER SYS [HPSI]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0420	\$97.90
260	0430	\$155.01
300	0440	\$186.10

I.C.E. [ICE]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
44-50	0450	\$234.81
216	0460	\$84.37
416L	0470	\$140.26
812	0480	\$220.45

KENT [KENT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
KHB10G	0700	\$19.88
KHB 15G	0710	\$30.73
KHB 30G	0750	\$31.48
KHB 40G	0760	\$54.36

NPK	[NPK]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
4XE	0795	\$17.20
6XA	0800	\$13.73
H-10XB	0810	\$37.34
H-12X	0815	\$38.06
H-16X	0820	\$33.14
H-20X	0840	\$36.72
H4X,HXA	0860	\$11.69
H7X	0880	\$14.67

OKADA	[OKAD]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$8.17
UB-8	0950	\$16.09

RAMMER	[RAMR]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
S-84	1000	\$32.81
S-86	1050	\$35.48

STANLEY	[STAN]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MB250	1100	\$6.47
MB2900	1120	\$24.78
MB4900	1140	\$43.99
MB550	1160	\$10.21
MB800	1180	\$15.10

TELEDYNE	[TELD]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
950X	1190	\$35.99
TB1025	1195	\$39.64
TB1425X	1200	\$36.12
TB2225X	1220	\$67.47
TB425	1240	\$14.70
TB825X	1260	\$25.27

TRAMAC	[TRMC]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BRH1100	1300	\$38.71
BRH125	1310	\$12.01
BRH250	1320	\$13.36
BRH400	1330	\$12.68
BRH620	1340	\$25.64
BRH750	1350	\$22.76
BRV950	1360	\$23.95

TUNKER	[TUNK]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
40.01	1400	\$174.89
40.05	1450	\$174.89
60.05	1460	\$154.09

VULCAN	[VULC]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
1	1500	\$27.15
010	1520	\$39.25
100C	1540	\$41.43
2300	1560	\$149.88
80C	1580	\$31.97

HYDRAULIC CRANES & EXCAVATORS, CRAWLER MOUNTED	[HCECL]
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DELAY FACTOR = 0.18 **OVERTIME FACTOR = 0.84**
Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

BANTAM	[BANT]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 266	0680	\$85.87
C 366	0690	\$99.36
C 744	1075	\$64.78

CASE	[CASE]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
9030B	0100B	\$97.81
9040	0110	\$98.68
9060B	0120B	\$205.25
40E E-Boom	1600	\$78.86
40E Y-Boom	1601	\$79.24
50E	1602	\$99.81
125B	1602H	\$80.53
170C	1602N	\$112.43
220B	1602R	\$143.74
880B Y-Boom	1609	\$56.29
980B	1615	\$87.19
1080	1615E	\$76.58
1080B	1615J	\$78.16
1280	1616	\$104.54
1280B	1616E	\$98.54

CATERPILLAR	[CAT]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
304 CR	0200	\$31.61
305C CR	0250	\$42.83
308E2 CR SB	0270	\$48.77
312	0300	\$51.16
312C	0300C	\$62.05
312CL	0300CL	\$62.24

314CL CR	0302CLR	\$63.19	E 300	1657	\$112.23
315L	0305	\$61.88	E 300B	1657B	\$124.53
320	0310	\$81.43	EL 300	1658	\$114.09
320BL	0312	\$85.68	EL 300B	1658B	\$126.53
320C	0312C	\$96.87	CATERPILLAR	308DCR	\$43.37
320CL	0312CL	\$109.26	CATERPILLAR	336EL	\$186.97
320L	0315	\$82.85	CATERPILLAR	336F	\$186.94
321C LCR	0320R	\$118.45	JOHN DEERE	[DEER]	
321D LCR	0321R	\$116.62	<u>Model</u>	<u>Code</u>	<u>Rate</u>
322L	0325	\$101.53	225D LC	1575D	\$109.51
325	0330	\$107.45	330C LC	1600C	\$157.11
325BL	0335	\$125.60	450LC	1645	\$191.94
325L	0340	\$112.03	490	1660	\$42.79
328D LCR	0343DR	\$144.75	490E	1660E	\$54.14
330BL	0345	\$154.07	690A	1685	\$60.15
330CL	0345CL	\$167.40	690B	1695	\$73.34
330D L	0345DL	\$198.59	690C	1697	\$67.69
330L	0350	\$141.61	690D	1697D	\$70.74
345BL	0355	\$198.24	690E LC	1697ELC	\$81.24
350L	0360	\$210.12	790	1698	\$85.21
375L	0365	\$332.19	790D	1698D	\$90.57
205	1617	\$34.92	790E LC	1698ELC	\$99.28
211	1617E	\$52.10	792	1699	\$100.76
213	1617H	\$57.30	890	1700	\$136.29
215	1618	\$57.92	890A	1705	\$124.14
215B LC	1619E	\$65.04	892D LC	1708	\$115.39
215C	1619F	\$71.63	990	1720	\$148.14
215D	1619G	\$79.43	992D LC	1722	\$166.99
225	1620	\$82.70	30	1725	\$20.46
225LC	1621	\$83.22	50	1730	\$32.67
225D LC	1622	\$104.29	70	1735	\$29.96
227	1623	\$86.20	200LC	1745	\$92.93
229	1625	\$112.12	DROTT	[DROT]	
231D	1630	\$127.94	<u>Model</u>	<u>Code</u>	<u>Rate</u>
231DLC	1635	\$129.48	35D E boom	1835	\$59.65
235	1640	\$131.74	35D Y boom	1845	\$60.06
235B	1642	\$146.51	40D E boom	1930	\$75.28
235 Front Shovel	1645	\$141.30	40D Y boom	1965	\$80.29
235B Front Shovel	1647	\$157.33	50D	2005	\$97.43
235C	1648	\$166.90	FIAT-ALLIS	[F-A]	
235DLC	1649	\$172.62	<u>Model</u>	<u>Code</u>	<u>Rate</u>
245	1650	\$221.83	FE 18	9000	\$53.55
245B	1650B	\$244.58	FE 20 HD	9010	\$67.56
245 Front Shovel	1652	\$233.34	FE 20 LC	9020	\$63.79
245B Front Shovel	1652B	\$259.66	FE 28	9030	\$89.81
E 180	1653	\$69.61	FE 40 L	9040	\$153.76
EL 180	1654	\$70.72			
EL 200B	1654E	\$75.40			
E 240	1655	\$89.43			
EL 240	1656	\$90.87			

GRADALL**[GRAD]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
G 660	0150	\$72.47
G 660B	0160	\$92.37
G 660C	0170	\$93.10
G 880B	0210	\$99.05
G 880C	0215	\$94.76
G 1000	0230	\$155.87
XL4200	0260	\$98.48
XL5200	0280	\$119.77

HITACHI**[HIT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
UH 07LC	2630	\$70.07
UH 062	2660	\$76.56
UH 172	2695	\$137.54
UH 122	2750	\$91.87
EX 150	2797	\$64.16
EX 200 LC	2800	\$78.21
EX 270 LC	2806	\$114.81
EX 300LC-2	2807	\$135.69
EX 300LC-3	2807A	\$139.10
EX 330LC-5	2807B	\$160.66
EX 370-5	2807F	\$160.21
EX 400 LC	2808	\$179.70
EX 450LC-5	2808K	\$220.93
EX 550LC	2809	\$261.07
EX 700	2810	\$312.33
EX 750-5	2815	\$351.55
EX 1100	2880	\$406.73

HYUNDAI**[HYUN]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
200LC	2950	\$78.13
210LC-3	2952C	\$95.91
280LC	2960	\$115.84
290LC	2970	\$120.51
450LC	3010	\$180.58

INTERNATIONAL**[INTL]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
630	4250	\$55.54
640 HD	4260	\$72.96
650 HD	4280	\$82.11

KATO**[KATO]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HD450 VII	3050	\$52.73
HD700 VII LC	3060	\$76.26
HD1250 VII LC	3080	\$128.45

KOBELCO**[KOBL]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
SK200LC MARK III	4687	\$81.76
K 903B	4688	\$38.24
K 904D	4693	\$41.48
K 904E	4694	\$43.65
K 904 Mark II	4694A	\$43.44
K 905	4695	\$46.86
K 905A LC	4697	\$50.51
K 907C	4700	\$67.62
K 907D	4702	\$72.73
K 907 LC	4704	\$73.46
K 909A	4710	\$94.18
K 909 LC	4711	\$96.66
K 912A	4712	\$111.59
K 914	4715	\$133.20
K 916	4717	\$149.26
SK270LC MARK IV	4720	\$116.11
SK400LC MARK IV	4725	\$205.06

KOEHRING**[KOEH]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
366 post 1980	4752	\$116.30
466E	4990	\$134.00
566	5160	\$145.29
666, 666E	5225	\$183.96
866, 866E	5235	\$215.13
6611	6000	\$43.45
6614	6005	\$53.33
6612	6010	\$51.87
6620	6015	\$74.14
6625	6020	\$90.21
6633	6029	\$128.35
6644	6040	\$170.26

KOMATSU**[KOMA]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
RATE INCLUDES THUMB.		
KOMATSU	300LC7T	\$168.42
PC 120-5	9485	\$55.45
PC 150-1	9490	\$49.92
PC 150-3	9495	\$61.39
PC 200 LC-2	9500	\$62.35
PC 200-5	9504	\$80.78
PC 200 LC-3	9505	\$75.08
PC 200 LC-5	9506	\$81.90
PC 220 LC-2	9510	\$80.44
PC 220 LC-3	9515	\$93.14
PC 220 LC-5	9516	\$100.51
PC 220 LC-6	9516F	\$108.77
PC 220 LC-7	9516G	\$117.23

PC 280 LC-3	9517	\$105.27	MASSEY FERGUSON	[M-F]	
PC 300 LC-1, LC-2	9520	\$103.91	<u>Model</u>	<u>Code</u>	<u>Rate</u>
PC 300 LC-3	9525	\$123.66	MF 450D	6245	\$44.48
PC 300 LC-5	9526	\$140.12	MF 450S	6250	\$47.81
PC 300 LC-6	9526A	\$152.41			
PC 360 LC-3	9527	\$140.91	mitsubishi	[MITS]	
PC 400 LC-1	9530	\$140.86	<u>Model</u>	<u>Code</u>	<u>Rate</u>
PC 400 LC-3	9535	\$165.06	MS 090	6290	\$31.60
PC 400 LC-5	9536	\$184.44	MS 180-3	6295	\$60.38
PC 400 LC-6	9537	\$207.97	MS 180 LC-8	6296	\$68.30
PC 600 LC-6	9539	\$288.51	MS 230 LC-3	6300	\$78.72
PC 650-1	9540	\$257.55	MS 240 LC-8	6305	\$85.12
PC 650-1 Front Shovel	9550	\$272.00	MS 280-2	6310	\$96.42
PC 650-3	9552	\$272.95	MS 380-2	6320	\$135.15
PC 750-6	9555	\$347.81	MS 450-8	6330	\$156.04
PC 1000-1	9560	\$414.30	northwest	[NW]	
PC 1000 LC-1	9565	\$426.59	<u>Model</u>	<u>Code</u>	<u>Rate</u>
PC 1100 LC-6	9575LC	\$477.86	35 DH	6335	\$122.23
LINK-BELT	[L-B]		45 DH	6340	\$133.35
<u>Model</u>	<u>Code</u>	<u>Rate</u>	55 DH	6345	\$141.09
LS 1600	5390	\$33.00	55 DH Series II	6360	\$241.62
LS 2650	5395	\$45.99	P&H	[P&H]	
LS 2700C II	5398	\$62.20	<u>Model</u>	<u>Code</u>	<u>Rate</u>
2700 QUANTUM	5399	\$68.52	H 750	6628	\$58.26
LS 2800	5400	\$54.06	H 1250	6630	\$98.05
LS 2800A	5402	\$62.23	H 1750	6635	\$121.61
LS 2800A PL	5404	\$54.00	H 2500	6645	\$156.00
LS 2800 PL	5405	\$51.22	HS 2500	6650	\$160.71
LS 2800B	5410	\$68.21	takeuchi	[TAKU]	
LS 3400	5475	\$90.32	<u>Model</u>	<u>Code</u>	<u>Rate</u>
LS 3400C II	5477	\$96.08	TB 15	7686	\$13.45
LS 4300	5660	\$113.95	TB 025	7686A	\$22.73
LS 4300C II	5662	\$125.46	TB 045	7686E	\$37.62
LS 4800	5750	\$131.13	TB 070	7686H	\$38.49
LS 4800 PL	5755	\$117.90	TB 10S	7688	\$10.74
LS 5400	5805	\$152.47	TB 35S	7690	\$21.34
LS 5800	5810	\$158.60	TB 68S	7692	\$30.87
LS 5800A	5812	\$167.29	TB 800	7695	\$15.03
LS 5800C II	5814	\$174.94			
LS 6400	5820	\$234.71			
LS 7400	5830	\$233.72			
LS 7400A	5840	\$284.50			

**HYDRAULIC CRANES & EXCAVATORS, [HCESP]
SELF PROPELLED.**

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.88

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE			[B-E]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
300C/SP	1670	\$70.47	
320C	1672	\$70.65	
360C	1678	\$70.99	

BADGER			[BAGR]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
4425/30	1565	\$94.92	
4435	1570	\$105.23	
4435B	1573	\$106.51	
4435C	1573C	\$115.70	
4445	1574	\$144.99	
4450	1575	\$111.91	
4450B	1577	\$118.45	
4455	1579	\$145.71	

CASE			[CASE]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
40E E-Boom, Cruz Air	1685	\$60.61	
40E Y-Boom, Cruz Air	1687	\$60.83	
40F E-Boom, Cruz Air	1687H	\$62.85	
40F Y-Boom, Cruz Air	1687K	\$63.67	
45 E-Boom, Cruz Air	1688	\$78.48	
45 Y-Boom, Cruz Air	1689	\$83.21	
45B E-Boom, Cruz Air	1689H	\$82.94	
45B Y-Boom, Cruz Air	1689K	\$83.68	
880R E-Boom	1690	\$54.61	
880R Y-Boom	1695	\$54.74	
1085 E-Boom, Cruz Air	1696E	\$62.71	
1085 Y-Boom, Cruz Air	1696Y	\$63.01	
1085B Y-Boom, Cruz Air	1696Z	\$70.56	
1285 E-Boom, Cruz Air	1697E	\$79.26	
1285 Y-Boom, Cruz Air	1697Y	\$79.41	
3330 Low Profile	1698E	\$32.37	
3330B	1698H	\$32.62	

CATERPILLAR			[CAT]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
206	1699	\$43.61	
212	1699E	\$55.85	
214	1699H	\$60.34	
224	1699J	\$74.28	

GRADALL			[GRAD]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
G 3WD, 4x4	0110	\$91.24	

GROVE			[GROV]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
24	3820	\$34.62	
36	3830	\$56.67	
68	3850	\$65.37	
1012	3870	\$78.25	
2535	3880	\$103.02	
RT-48	4030	\$59.82	
RT-49	4115	\$60.10	
RT-58	4285	\$61.33	
RT-418	4354	\$75.28	
RT-420	4356	\$75.28	
RT-422	4358	\$75.28	
RT-500D	4359	\$103.92	
RT-525	4360	\$70.53	
RT-525B	4362	\$73.40	
RT-525C	4363	\$90.30	
RT-527.5	4365	\$71.37	
RT-528B	4370	\$73.40	
RT-528C	4372	\$90.79	
RT-60	4520	\$71.39	
RT-60S	4540	\$73.31	
RT-515	4606	\$70.37	
RT-518	4607	\$72.29	
RT-520	4608	\$73.80	
RT-522	4609	\$73.05	
RT-522C	4609G	\$88.53	
RT-625	4630	\$79.57	
RT-630	4635	\$79.57	
RT-630B	4637	\$85.12	
RT-635	4640	\$90.57	
RT-65 S	4700	\$95.61	
RT-740	4710	\$106.67	
RT-745	4715	\$134.99	
RT-75 S	4720	\$101.57	
RT-755	4725	\$114.76	
RT-760	4727	\$165.13	
RT-865	4730	\$141.65	
RT-865B	4732	\$193.52	
RT-875	4735	\$174.42	
RT-980	4750	\$169.12	
RT-990	4760	\$195.23	
RT-9100	4790	\$249.08	

KOMATSU**[KOMA]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PW 210-1	9580	\$100.25

LINK-BELT**[L-B]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HSP 15	5500	\$68.42
HSP 18	5505	\$68.42
HSP 20	5510	\$74.40
HSP 22	5530	\$75.80
HSP 25	5535	\$80.62
HSP 8015	5538	\$79.05
HSP 8018	5538E	\$79.05
HSP 8018XL	5538G	\$96.22
HSP 8018C	5538H	\$72.06
HSP 8025	5538P	\$82.64
HSP 8025 S	5538PF	\$83.67
HSP 8030	5538Q	\$94.69
HSP 8035	5538R	\$137.78
HSP 8040	5538S	\$137.92
HSP 8050	5538T	\$140.06
HSP 8055	5538V	\$126.18
HSP 8060	5539	\$153.67

LORAIN**[LORN]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
LRT 15H	5730	\$69.83
LRT 15U	5735	\$71.09
LRT 18U	5740	\$71.56
LRT 35U	5745	\$104.34
LRT 40U	5750	\$105.13
LRT 150	5755	\$69.11
LRT 150D	5756	\$84.46
LRT 180	5760	\$69.08
LRT 180D	5760D	\$84.46
LRT 200	5765	\$68.89
LRT 200D	5765D	\$84.63
LRT 220	5767	\$71.34
LRT 230	5768	\$75.73
LRT 230D	5768D	\$84.65
LRT 250	5769	\$75.76
LRT 250D	5769D	\$84.65
LRT 275	5770	\$75.76
LRT 275D	5770D	\$84.65
LRT 330	5772	\$97.66
LRT 400	5773	\$111.93
LRT 450	5774	\$115.08
LRT 500	5775	\$118.11
LRT 550	5790	\$123.38

P&H**[P&H]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
OMEGA 14	5790	\$65.41
OMEGA 15	5792	\$65.41
OMEGA 18	5794	\$65.84
OMEGA 25	5795	\$87.83
OMEGA 20	5796	\$66.52
OMEGA 23	5796E	\$69.27
OMEGA 30	5796J	\$90.26
OMEGA 35	5796P	\$91.22
OMEGA 40	5797	\$122.87
OMEGA 45	5797E	\$124.59
OMEGA 50	5797J	\$125.97
OMEGA 60	5798	\$129.96
OMEGA 65	5799	\$152.87
OMEGA 114	5799C	\$74.36
OMEGA 114D	5799G	\$72.41
OMEGA 118	5799Q	\$75.87
OMEGA 118D	5799S	\$72.55
OMEGA 120	5799U	\$77.51
OMEGA 120D	5799W	\$73.26
OMEGA 122	5799X	\$78.50
OMEGA 122D	5799Y	\$73.84
OMEGA 125	5799Z	\$78.88
OMEGA 128	5799ZA	\$77.37
R 150	5890	\$55.84
R 150-1	5910	\$55.35
R 180	5975	\$56.17
R 200	6060	\$56.49
OMEGA S-15	6062	\$90.54
OMEGA S-18	6063	\$90.54
OMEGA S-20	6064	\$93.11
S-35	6064E	\$127.77

PETTIBONE**[PET]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
16 MK P Series	6500	\$60.85
20 MK P Series	6580	\$61.48
25	6740	\$57.58
25 MK P Series	6750	\$62.26
29 MK P Series	6880	\$63.30
30	6900	\$57.58
30 MK P Series	6903	\$64.29
30 SC, 30 SC P Series	6910	\$89.54
60 SC	6990	\$95.63
60 SC P Series	6995	\$102.09
70	7100	\$101.28
70 SC	7165	\$101.57
70 SC P Series	7170	\$107.61
80 MK P Series	7250	\$100.09

80 SC P Series 7260 \$101.49

R.O. PRODUCTS [ROP]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MC 5A	8005	\$36.68
MC 50B	8175	\$58.29
MC 50C	8260	\$59.62

HYDRAULIC CRANES & EXCAVATORS, TRUCK MTD. W/ CARRIER	[HCETD]
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DELAY FACTOR = 0.13 OVERTIME FACTOR = 0.89

Includes truck/carrier. Includes all attachment and accessories required for lifting or digging. Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE [B-E]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
25 XC	1360	\$85.38
30 XC	1370	\$86.02
40 C	1475	\$77.44
60 XC	1590	\$138.42
65 C	1592	\$119.55
90 XC	1600	\$149.84

BADGER [BAGR]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300 Hydro-Scopic	0550	\$58.71
460 Hydro-Scopic	0555	\$71.93
666 Hydro-Scopic	0560	\$106.34
888 Hydro-Scopic	0600	\$111.99

BANTAM [BANT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
T 744 Teleskoop	1285	\$69.06
T 888	1310	\$100.40
T 888B	1315	\$117.10

DEVAULT [DVUT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TK 15-10	1900	\$51.35

GRADALL [GRAD]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
G 3W	0120	\$71.74
G 660	0170	\$69.60
G 660B	0180	\$90.55
G 660C	0190	\$87.78
G 800	0210	\$60.67
G 880B	0220	\$98.84
G 880C	0230	\$95.58
G 1000	0240	\$105.25

GROVE [GROV]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TD 520	2221	\$106.01
TD 522	2223	\$106.01
TD 525	2224	\$106.91
TMS 250	2850	\$99.58
TMS 250A	2860	\$100.06
TMS 250B	2870	\$100.06
TMS 250C	2875	\$137.67
TMS 300	2922	\$119.01
TMS 300B	2923	\$136.36
TMS 760	3180	\$208.87
TMS 865	3378	\$156.38
TM 875	3380	\$180.82
TMS 875	3385	\$181.69
TM 890	3387	\$197.42
TM 1075	3390	\$163.61

HIAB [HIAB]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
100 AW	3850	\$46.63
1165	3852	\$43.66
170 thru 174	3854	\$42.17
175 thru 177	3855	\$42.32
550, 5501	3857	\$45.01
650	3859	\$45.92

KOEHRING [KOEH]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4460 Teleskoop	4400	\$69.66
4465 Teleskoop	4405	\$70.87
4470 Teleskoop	4410	\$82.39
4475 Teleskoop	4415	\$83.58

LINK-BELT [L-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HTC 14	4505	\$97.16
HTC 25	4507	\$97.16
HTC 35	4509	\$106.95
HTC 50	4510	\$141.74
HTC 50W	4520	\$136.33
HTC 814	4530	\$127.44
HTC 814XL	4531	\$132.42
HTC 822 S	4532	\$119.12
HTC 825	4535	\$111.38
HTC 825 S	4536	\$120.18
HTC 830	4537	\$129.37
HTC 835	4539	\$136.32
HTC 835XL	4539C	\$154.10
HTC 840	4539E	\$157.55
HTC 850	4539G	\$162.65

HTC 855	4539H	\$143.08	T-300A	5665	\$114.96
HTC 860	4539J	\$165.39	OMEGA T-400	5666M	\$141.32
HTC 1040	4540	\$155.19	OMEGA T-450	5669	\$143.02
HTC 1050	4545	\$157.49	T-600 XL	5670	\$165.19
HTC 1055	4550	\$146.76	OMEGA T-500	5680	\$143.01
HTC 1060	4555	\$162.12	OMEGA T-650	5745	\$193.19
HTC 11100	4600	\$284.33	T-750	5780	\$135.41

LORAIN [LORN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MCH 140	4942	\$113.73
MCH 150	4946	\$106.47
MCH 180	4947	\$106.47
MCH 300	4953	\$124.34
MCH 350	4955	\$99.47
MCH 400	4957	\$135.90
MCH 500	4960	\$108.62

PITMAN [PIT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Hydralift HL 40 thru 95	6670	\$42.56
Hydralift HL 100 thru 170	6675	\$45.81
HL 857	6685	\$50.78
HL 1200, 1545-T2 or 1580	6695	\$53.13
POLECAT	6697	\$53.92
PELICAN	6699	\$56.78

MANITEX [MANX]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1161	4980	\$49.80
1770	4985	\$82.15
2284	4990	\$84.90
2592	4995	\$86.82

R.O. PRODUCTS [ROP]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TC-40	6860	\$43.52
TC-50	6862	\$45.09
TC-70	6864	\$46.46
TC-80	6866	\$46.53
TC-85	6868	\$46.05
TC-110	6870	\$50.08
TC-120	6872	\$50.67
TC-125	6874	\$50.33
TC-145	6876	\$53.27
TC-150	6878	\$51.65

NATIONAL [NATL]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Ser 4/400, 11.3 m (37') boom	4983	\$46.46
Ser 4/400, 14.0 m (46') boom	4984	\$46.66
Ser 4/400, 16.8 m (55') boom	4985	\$46.83
Ser 5/500A/B, 14.3 m (47') boom	4986	\$51.65
Ser 5/500A/B, 17.1 m (56') boom	4987	\$52.25
Ser 6/600, 14.3 m (47') boom	4989	\$51.19
Ser 6/600, 17.1 m (56') boom	4990	\$51.55
856	4995	\$52.05
856B	4996	\$51.22
875	4997	\$52.79
875B	4998	\$54.21
Series 85	4999	\$48.00

**HYDRAULIC CRANES & EXCAVATORS, [HCETG]
TRUCK MTD. LESS CARRIER.**

DELAY FACTOR = 0.10 **OVERTIME FACTOR = 0.91**
Includes all lifting and digging attachments and accessories. Truck/carrier to be paid separately. Pavement breaker or compactor attachments are not included.

BUCYRUS-ERIE [B-E]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
H-3 series two	1000	\$42.09
H-5 series two	1300	\$49.64

P&H [P&H]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALPHA 100 ton	5000	\$262.65
CN T-280	5005	\$141.96
T-150	5290	\$104.13
T-180	5380	\$104.57
T-200	5470	\$105.09
T-250	5560	\$122.46
CN T-250	5561	\$144.31
OMEGA T-250	5570	\$116.31
OMEGA T-300	5580	\$119.57
OMEGA T-350	5585	\$120.78

GALION [GALN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
125 P	1970	\$51.08
150 P	1980	\$61.68

GROVE [GROV]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TM 100C	2020	\$73.00
TM 200C	2040	\$58.87

**HYDRAULIC PERSONNEL LIFTS & [HYLFT]
AERIAL WORK PLATFORMS**

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.79

Includes self propelled and power take off(PTO) units whether gas, diesel or electric. Rates for any truck or carrier mounted units shall pay for the truck separately. Reach is rated by Mfr's maximum extension in meters(feet).

BOOM TYPE		[BOOM]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.6 (25)	00-24	\$16.04
7.6 (25)	15.2 (50)	25-49	\$37.89
15.2 (50)	22.9 (75)	50-74	\$53.10

SCISSOR TYPE		[SCIS]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	6.1 (20)	00-20	\$17.44
6.4 (21)	9.1 (30)	21-30	\$20.99
9.4 (31)	15.2 (50)	31-50	\$31.23

LOADERS, CRAWLER [LDRCL]

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90

Includes all attachments and accessories excluding clam-action buckets and backhoe(see attachment class).

CASE		[CASE]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
350B		2370	\$34.85
450B		2610	\$31.98
455B		2620	\$33.74
455C		2620A	\$37.58
1155D		3555	\$65.40
1155E		3556	\$72.17
1450		3560	\$71.99
1450B		3565	\$79.81
1455B		3568	\$80.70

CATERPILLAR		[CAT]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
CATERPILLAR		259D	\$42.11
CATERPILLAR		289D	\$44.45
CATERPILLAR		299D2	\$55.12
931B		3735	\$36.00
931C		3735C	\$38.24
931 LGP		3740	\$33.92
931B LGP		3745	\$37.10
935B		3845	\$42.85
935C		3845C	\$45.50
939C		3900	\$64.77
943		4130	\$55.23
943 LGP		4135	\$52.09
951C 86J 1992 serial		4200	\$49.12
951C 86J 2598 serial		4210	\$54.50

951C LGP 86J 2598 ser	4215	\$55.34
953	4220	\$74.50
953 LGP	4230	\$69.57
955L 85J 6247 serial	4675	\$69.56
955L 85J 13X10129 ser	4680	\$75.43
955L LGP 85J 13X10129	4685	\$75.77
963	4690	\$102.84
963 LGP	4693	\$93.36
973	4695	\$158.33
973 LGP	4698	\$131.44
977K	5014	\$80.82
977K 11K serial	5092	\$85.06
977L 11K 3919 serial	5170	\$99.15
977L 11K 5083 serial	5180	\$108.33
977L 14X serial	5185	\$112.80
977L LGP	5190	\$112.46
983	5248	\$153.55
983B	5265	\$165.31

JOHN DEERE		[DEER]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
JD 350C		5420	\$36.85
JD 450C (4 speed PS)		5805	\$36.95
JD 455D		5807	\$38.89
JD 455E		5809	\$39.41
JD 455G		5809A	\$48.39
JD 555		5810	\$41.73
JD 555A		5812	\$46.09
JD 555B		5814	\$45.32
JD 555G		5814A	\$65.71
JD 655		5815	\$66.05
JD 655B		5817	\$76.12
JD 755		5820	\$62.12
JD 755A		5822	\$77.45
JD 755B		5824	\$87.84
JD 855		5830	\$117.21

DRESSER		[DRES]	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
100E (PS)		9000	\$38.29
100G		9005	\$44.30
125E (PS)		9010	\$47.23
125G		9015	\$53.60
175C (PS)		9020	\$94.27
200		9025	\$108.96
250C (PS)		9030	\$110.94
250E (PS)		9035	\$127.83

KOMATSU**[KOMA]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D 53S-16	7878	\$63.02
D 53S-17	7878A	\$75.69
D 55S-2	7900	\$64.56
D 55S-3	7978	\$64.56
D 57S-1	8000	\$87.54
D 65S-6	8017	\$84.90
D 66S-1	8020	\$118.30
D 75S-2	8056	\$92.09
D 75S-3	8060	\$114.91
D 75S-5	8061	\$168.48
D 155S-1	8080	\$224.70

LOADERS, RUBBER TIRE**[LDRRT]****DELAY FACTOR = 0.12****OVERTIME FACTOR = 0.89**

Includes all attachments and accessories. Clam-action buckets, 4WD and backhoes are excluded unless otherwise noted.

ALLIS-CHALMERS**[A-C]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
710C	0747	\$35.64
714B	0750	\$34.74
714C w/ backhoe	0752	\$37.23
715B w/ backhoe	0765	\$36.64
715C w/ backhoe	0767	\$37.49

CASE**[CASE]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
W-11	1365	\$33.34
W-11B	1368	\$40.63
W-18	1444	\$56.35
W-18 9213140 serial	1450	\$59.82
W-18B	1460	\$64.55
W-20	1472	\$59.94
W-20B	1480	\$60.71
W-20C	1482	\$65.34
W-30	1565	\$89.55
480B	1636	\$28.34
480B w/ backhoe	1640	\$29.63
480C	1650	\$36.60
480C w/ backhoe	1660	\$38.14
480D	1662	\$41.00
480D w/ backhoe	1664	\$42.92
480E w/ backhoe	1666	\$35.19
480E LL	1667	\$33.99
480F w/ backhoe	1668	\$36.48
480F LL	1669	\$34.74
480LL	1677	\$41.05
570L XT 4WD	1690	\$39.90

580B w/ backhoe	1705	\$37.20
580C	1710	\$29.66
580C w/ backhoe	1715	\$31.53
580D	1717	\$30.99
580D w/ backhoe	1720	\$33.45
580 Super D	1725	\$33.83
580 Super D w/ backhoe	1727	\$36.34
580 Super E	1731	\$34.78
580 Super E w/ backhoe	1735	\$37.48
580K w/ backhoe	1739	\$37.77
580K 4WD w/ backhoe	1740	\$38.84
580 Super K w/ backhoe	1742	\$41.73
580L w/ backhoe	1743	\$41.99
580 Super L 4WD w/ backhoe	1744	\$48.77
590 Turbo w/ backhoe	1745	\$51.01
590 Super L 4WD w/ backhoe	1746	\$53.40
621	1750	\$68.84
721	1752	\$83.62
821	1754	\$102.29
680E w/ backhoe	1840	\$47.90
680G w/ backhoe	1850	\$46.60
680H w/ backhoe	1852	\$49.45
680K w/ backhoe	1854	\$53.97
680L w/ backhoe	1856	\$54.69
680L 4WD w/ backhoe	1857	\$55.48
780 w/ backhoe	1864	\$61.45
780B w/ backhoe	1866	\$65.86
780C w/ backhoe	1867	\$67.03
780D w/ backhoe	1868	\$67.78
780D 4WD w/ backhoe	1869	\$69.15

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
416 w/ backhoe	1860	\$37.74
416 Series II w/ backhoe	1860A	\$37.96
416B 4WD w/ extend-a-hoe	1861A	\$46.74
416C 4WD w/ backhoe	1861C	\$48.44
416D w/ backhoe	1861D	\$43.66
416D 4WD w/ backhoe	1861D4	\$44.74
420D w/ backhoe	1861M	\$48.96
420D 4WD w/ backhoe	1861M4	\$50.05
420E	1861N	\$59.04
426 w/ backhoe	1862	\$42.66
426 Series II w/ backhoe	1862A	\$42.88
426C w/ backhoe	1862C	\$53.38
426C 4WD w/ backhoe	1862C4	\$54.78
428 w/ backhoe	1864	\$42.63
428 Series II w/ backhoe	1864A	\$42.86
430D	1865D	\$59.23
430E	1865E	\$62.66
436 w/ backhoe	1866	\$46.48

436 Series II w/ backhoe	1866A	\$46.66	IT 18B	2475	\$59.23
446 w/ backhoe	1868	\$60.13	IT 28	2476	\$63.41
446B w/ backhoe	1868B	\$66.43	IT 28B	2477	\$68.77
446D	1868D	\$68.91	IT 28F	2477G	\$79.65
450E	1869E	\$83.12	IT 28G	2478	\$82.85
910	1870	\$40.23	IT 38G	2480	\$95.43
910E	1870E	\$47.34	IT 62G	2482	\$131.27
916	1885	\$53.63	CATERPILLAR	415F2	\$48.07
920	1894	\$49.09	CATERPILLAR	420F2	\$69.55
926	2065	\$62.94	CATERPILLAR	950M	\$161.25
926E	2067	\$68.05	CATERPILLAR	972M	\$207.57
928G	2070G	\$81.45	CLARK	[CLRK]	
930 41K serial	2088	\$60.16	<u>Model</u>	<u>Code</u>	<u>Rate</u>
930G	2088G	\$96.60	35C	2484	\$50.14
936	2100	\$76.33	45C	2486	\$58.60
936E	2110	\$83.20	55C	2488	\$70.78
936F	2120	\$86.45	75C	2491	\$92.38
938F	2130	\$88.25	125B	2492	\$119.07
938G	2130G	\$99.78	275B	2496	\$206.68
950 90A serial	2228	\$64.76	275C	2497	\$225.33
950 31K & 81J serial	2270	\$77.64	JOHN DEERE	[DEER]	
950B	2272	\$95.46	<u>Model</u>	<u>Code</u>	<u>Rate</u>
950E	2300	\$101.48	JD-210C	2485	\$31.85
950F	2301	\$106.90	JD-210C w/ backhoe	2490	\$31.86
950F Series II	2303	\$110.60	JD-210LE	2495	\$41.80
950G	2310	\$118.79	JD-310A w/ backhoe	2504	\$33.40
950H	2310H	\$137.65	JD-310B w/ backhoe	2506	\$34.09
962G	2320G	\$129.99	JD-310C w/ backhoe	2507	\$37.57
966C	2340	\$113.27	JD-310D w/ backhoe	2507D	\$42.27
966D	2350	\$125.20	JD-310E w/ backhoe	2507E	\$43.26
966E	2360	\$138.19	JD-310SE w/ backhoe	2507F	\$48.45
966F	2361	\$141.22	310G	2507G	\$44.39
966G	2362	\$158.50	JD-315SE w/ backhoe	2507H	\$49.08
966H	2362H	\$184.41	JD-410 w/ backhoe	2508	\$36.50
966K	2362K	\$188.84	JD-410B w/ backhoe	2508B	\$37.20
970F	2370	\$165.79	JD-410C w/ backhoe	2508C	\$43.71
972G	2372G	\$176.79	JD-410D w/ backhoe	2508D	\$51.98
980B	2376	\$144.51	JD-410E w/ backhoe	2508E	\$54.58
980C	2378	\$176.01	410G	2508G	\$55.78
980F	2381	\$181.38	410J 4WD	2508J	\$64.28
980G	2382	\$199.91	410K	2508K	\$68.49
980H	2382H	\$218.32	JD-444	2510	\$48.57
988 87A6868 serial	2398	\$176.77	JD-444C	2515	\$50.57
988B 50W serial	2436	\$252.27	JD-444D	2520	\$52.14
992B 25K serial	2460	\$314.75	JD-444E	2521	\$56.58
992C	2470	\$481.62	JD-500C w/ backhoe	2592	\$47.39
IT 12	2472	\$41.00	JD-510 w/ backhoe	2620	\$43.97
IT 12B	2472B	\$47.75	JD-510B w/ backhoe	2625	\$42.32
IT 14F	2473	\$55.32	JD-510C w/ backhoe	2630	\$49.93
IT 18	2474	\$52.39			

JD-510D w/ backhoe	2630D	\$59.06	FR 35	3052	\$223.19
JD-544B	2660B	\$60.20	FORD	[FORD]	
JD-544C	2660C	\$61.82	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-544D	2660D	\$60.72	545C	3054	\$34.34
JD-544E	2660E	\$67.15	650 w/ backhoe	3056	\$37.93
JD-544G	2660G	\$73.97	655A w/ backhoe	3056F	\$42.34
544J	2660J	\$96.67	655C w/ backhoe	3056G	\$46.42
544K	2660K	\$107.96	750 w/ backhoe	3057	\$49.58
JD-610B w/ backhoe	2690	\$48.39	755 w/ backhoe	3061	\$52.75
JD-610C w/ backhoe	2691	\$55.19	755B w/ backhoe	3063	\$60.00
JD-624E	2700	\$80.39	755A w/ backhoe	3065	\$58.60
JD-624G	2700G	\$90.94	A-62	3114	\$51.59
JD-624H	2700H	\$99.58	A-64	3116	\$62.61
JD-644B	2710	\$83.22	A-66	3118	\$81.54
JD-644C	2715	\$86.15	FURUKAWA	[FURU]	
JD-644D	2717	\$89.06	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-644E	2719	\$96.26	FL 320A	3120M	\$115.39
JD-644G	2719B	\$109.30	FL 330	3120S	\$125.82
JD-644H	2719H	\$117.09	HOUGH	[HOUG]	
644J	2719J	\$129.81	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-710B w/ backhoe	2720	\$61.93	H65C	3578	\$80.28
JD-710C w/ backhoe	2721	\$68.78	H-90E	3884	\$138.84
JD-710D w/ backhoe	2722	\$74.78	H-100C	3954	\$163.35
JD-710D 4WD w/ backhoe	2722D	\$76.73	INTERNATIONAL	[INTL]	
710G	2722G	\$79.29	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-744H	2723	\$159.31	260A	2260	\$36.77
744J	2723J	\$187.84	260A w/ backhoe	2270	\$38.44
JD-844	2725	\$153.86	270A w/ backhoe	2280	\$42.35
DRESSER	[DRES]		280A w/ backhoe	2285	\$51.96
<u>Model</u>	<u>Code</u>	<u>Rate</u>	J C B	[JCB]	
510B	2310	\$47.25	<u>Model</u>	<u>Code</u>	<u>Rate</u>
510C	2310C	\$63.07	214S w/ backhoe	4430	\$50.75
515B	3517	\$61.38	215S w/ backhoe	4435	\$55.74
515C	3517C	\$74.58	217S w/ backhoe	4440	\$59.06
520B	3519	\$70.96	3C 1550 2WD w/ hoe	4448	\$36.25
520C	3519C	\$88.87	3D 1700 4WD w/ hoe	4450	\$48.39
530	3520	\$99.40	1400B w/ backhoe	4455	\$41.07
530C	3520C	\$108.17	1550B w/ backhoe	4457	\$47.02
540	3530	\$136.39	1600B w/ backhoe	4458	\$54.10
550	3540	\$136.47	1700B w/ backhoe	4459	\$55.17
FIAT-ALLIS	[F-A]		KAWASAKI	[KAWA]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>	<u>Code</u>	<u>Rate</u>
545B	3042	\$58.01	60Z IV	4300	\$69.55
745C	3046	\$113.86	65Z IV	4310	\$77.70
FR 10	3049H	\$61.27	KSS 80Z II	4330	\$99.95
FR 10B	3049I	\$66.63	80Z III	4335	\$116.03
FR 20	3050	\$128.65	80Z IV	4340	\$118.11
FR 30	3051	\$168.09			
FR 20B	3051B	\$143.05			

85Z IV	4345	\$148.33	TEREX	[TERX]
90Z III	4350	\$164.26	<u>Model</u>	<u>Code</u> <u>Rate</u>
90Z IV	4355	\$168.37	70C	7938 \$145.92
95Z IV-2	4360	\$215.89	72-61	8036 \$179.20
KOMATSU	[KOMA]		72-71B	8055 \$233.60
<u>Model</u>	<u>Code</u>	<u>Rate</u>	72-81	8080 \$275.93

W 120-3	4520	\$116.93	VOLVO-MICHIGAN-EUCLID	[VME]
W 180-1	4525	\$165.67	<u>Model</u>	<u>Code</u> <u>Rate</u>
WA 200-1	4536	\$66.00	175B	6186 \$147.54
WA 250-1	4537	\$90.31	175C	6186C \$168.85
WA 300-1	4538	\$86.16	275B	6330 \$187.87
WA 320-1	4539	\$105.67	275C	6330C \$225.33
WA 350-1	4540	\$101.65	L-70C	9570C \$76.01
WA 380-1	4541	\$125.87	L-90	9575 \$91.09
WA 380-3	4541C	\$125.78	L-120	9595 \$118.26
WA 400-1	4542	\$121.26	L-120C	9595C \$122.61
WA 420-3	4543C	\$144.56	L-150C	9598C \$152.62
WA 450-1	4544	\$150.59	L-160	9600 \$158.93
WA 450-2	4544B	\$169.57	L-180C	9602C \$171.55
WA 450-3	4544C	\$172.10	L-190	9605 \$184.70
WA 470-1	4545	\$165.43	VOLVO MACHINERY	L250G \$277.79
WA 500-1	4546	\$199.62		
WA 600-1	4550	\$293.89		
WB 140-2 4WD	4700	\$53.32		
WB 150-2 4WD	4710	\$61.44		

LEADS, PILE DRIVING	[LEADS]
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DELAY FACTOR = 0.47 OVERTIME FACTOR = 0.58

MASSEY FERGUSON	[M-F]		FIXED	[FIXD]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with height of the lead measured in meters (linear feet)	
MF 44C	5143	\$62.53	<u>OVER</u>	<u>TO</u> <u>Code</u> <u>Rate</u>
MF 50H Series S	5150	\$37.09	0	16.8 (55) (w/o spotter) 0100 \$20.66
MF 50H Series S, 4WD	5152	\$37.78	16.8 (55)	32.0 (105) (w/o spotter) 0200 \$26.33
MF 50HX Series S	5154	\$40.01	over	32.0 (105) (w/o spotter) 0300 \$32.98
MF 50HX Series S, 4WD	5156	\$40.88	0	16.8 (55) (w/ spotter) 1100 \$34.93
MF 55C	5170	\$80.25	16.8 (55)	32.0 (105) (w/ spotter) 1200 \$41.68
MF 60 w/ backhoe	5171	\$39.18	over	32.0 (105) (w/ spotter) 1300 \$49.41
MF 60H Series S w/ hoe	5172	\$42.28		
MF 66C	5174	\$102.46		
MF 80 w/ backhoe	5182	\$55.97		
MF 88	5184	\$162.69		
640	6000	\$37.27		
650	6010	\$39.94		

NEW HOLLAND	[NHND]		SWINGING	[SWNG]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	Includes headblock, taper top, tip sled and connector, foot yoke, foot yoke sheave, intermediate flights, and all attachments and accessories. Rated in accordance with the height of the lead measured in meters (linear feet).	
545D	0100	\$35.72	<u>OVER</u>	<u>TO</u> <u>Code</u> <u>Rate</u>
575E w/ backhoe	0110	\$50.25	0	16.8 (55) (w/o spotter) 0400 \$13.69
655D w/ backhoe	0120	\$45.18	16.8 (55)	32.0 (105) (w/o spotter) 0500 \$19.06
655E w/ backhoe	0130	\$54.06	over	32.0 (105) (w/o spotter) 0600 \$25.71
675D 4WD w/ backhoe	0140	\$52.16	0	16.8 (55) (w/ spotter) 1400 \$27.97
675E 4WD w/ backhoe	0150	\$61.81	16.8 (55)	32.0 (105) (w/ spotter) 1500 \$34.41
			over	32.0 (105) (w/ spotter) 1600 \$42.13

NON-OPERATED EQUIPMENT (DAILY [NONOP] RATES)

DELAY FACTOR = 0.56 OVERTIME FACTOR = 1.00

Note various units for different items. The following allowance is entered on the extra work bill by using the (unit listed x number of days) in the hours worked column. The following list is limited to items with long estimated lives. Additional traffic related items such as cones and barricades, are still listed under TRAFIC in this publication. Other non-operated items with short estimated lives should be treated as materials and should not be "rented". Non rented items are 1) intended to be job specific (amortized over the life of the project) and 2) have an estimated life measured by number of uses rather than a length of time.

MISCELLANEOUS [MISC]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Casing, 450 mm dia, per 0.3 m (Casing, 18" dia, per lf)	0120	\$0.04
Casing, 650 mm dia, per 0.3 m (Casing, 26" dia, per lf)	0130	\$0.06
Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf)	0140	\$0.09
Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf)	0150	\$0.21
Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf)	0160	\$0.26
Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf)	0170	\$0.30
Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf)	0180	\$0.40
Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight)	0190	\$0.04
Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf)	0200	\$0.02
Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf)	0210	\$1.27
Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	0220	\$1.45
Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf)	0230	\$2.18

SCAFFOLDING, SHORING, [SSWF]

FALSEWORK

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Metal form, 1.8 m x3.0 m, per 14.6 m (Metal form, 6x10 box culvert, per 48 lf)	0310	\$44.37
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	0320	\$49.17
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	0330	\$54.04
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	0340	\$2.70
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	0350	\$2.86
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	0360	\$2.46
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	0370	\$2.66
Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm (6x12 girder panel, per sf)	0380	\$0.17

Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	0390	\$0.04
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	0410	\$0.55
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	0420	\$1.24
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	0430	\$1.63
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	0440	\$0.77
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	0450	\$1.16
Scaffolding, spider staging, plus air compressor	0460	\$24.69
Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring, 3.5' deep x 88" wide trench, per section)	0510	\$1.27
Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deepx12' wide trench box, per 24')	0515	\$11.69
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	0520	\$1.34
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	0530	\$1.18
Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deepx88" wide trench, per section)	0540	\$1.41
Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deepx15' wide trench box, per 10')	0550	\$9.64
Shoring, 2.4 m deep x 2.4 m max width, per 7.3 m(8' deep x 8' max width trench box, per 24')	0560	\$19.01
Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deepx8' max trench box, per 16')	0570	\$17.07
Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deepx8' max trench box, per 24')	0580	\$23.74
Wood, 50 mm x255 mm, per 30.5 m (Wood, 2"x10", per 100 lf)	0605	\$0.16
Wood, 50 mm x305 mm, per 30.5 m (Wood, 2"x12", per 100 lf)	0610	\$0.20
Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	0615	\$0.14
Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	0620	\$0.20
Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	0625	\$0.28
Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	0630	\$0.42
Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	0635	\$0.70
Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	0640	\$1.12
Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	0645	\$1.38
Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	0650	\$1.55

Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	0655	\$1.34
Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	0660	\$0.29
Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	0670	\$0.04

TANK	[TANK]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
Tank, metal, 0-2270 liters (0-600 gallons)	0710	\$0.76
Tank, metal, 2270-4540 liters (600-1200 gal)	0720	\$1.03
Tank, metal, 4540-9840 liters (1200-2600 gal)	0730	\$2.56
Tank, metal, 22 710 liters (6000 gallons)	0740	\$5.15
Tank, metal, 28 390 liters (7500 gallons)	0750	\$6.46
Tank, metal, 30 280 liters (8000 gallons)	0760	\$6.83
Tank, metal, 37 850 liters (10000 gallons)	0770	\$7.58

TRAFFIC SAFETY	[TRAF]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
Crash cushion barrel, filled, each	0810	\$1.23
K-rail, temporary concrete barrier, per 6.1 m (20 lf)	0820	\$0.49

PAVEMENT GRINDERS, DIAMOND BLADES	[PGDIA]
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DELAY FACTOR = 0.09 OVERTIME FACTOR = 0.92
Includes water(but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement blades are included in the rates listed below.

CONCUT	[CCUT]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BC-38 (136 blades)	0500	\$182.26
BC-244 (187 blades)	0505	\$225.42
BC-1268 (48 blades)	0510	\$70.11

CUSHION CUT	[CUCT]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HG-130A (127 blades)	0600	\$174.56
PC-390(171 blades)	0610	\$270.74

PENHALL	[PENH]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
G-38 (172 blades)	0800	\$345.00

TARGET	[TARG]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
CG-65 (41 blades)	0900	\$106.97
PRM-3804 (170 blades)	0905	\$379.90

PAVEMENT GRINDERS, TUNGSTEN- CARBIDE BITS	[PGT-C]
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DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90

Includes water(but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement bits or tips are included in the rates listed below.

BARBER-GREENE	[B-G]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
RX-20	0100	\$179.57
RX-30	0105	\$285.07
RX-40B	0110	\$330.52
RX-50	0115	\$388.49
RX-80B	0120	\$647.16

CATERPILLAR	[CAT]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
PM-800	0200	\$503.64
PR-105	0201	\$87.58
PR-275	0205	\$239.49
PR-450	0210	\$350.38
PR-750	0215	\$512.94
PR-750B	0216	\$537.64
PR-1000	0220	\$704.20

C.M.I.	[CMI]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
PR-275 RT	0150	\$227.80
PR-375	0155	\$290.40
PR-450	0160	\$332.97
PR-525	0165	\$359.47
PR-500FL	0170	\$393.29
PR-750	0175	\$495.72
PR-800-7	0177	\$541.68
PR-1000	0180	\$594.03

INGERSOLL-RAND	[I-R]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MW-175	0280	\$100.01
MW-250	0285	\$108.00
MW-250C	0286	\$130.12
MT-6520 (crawler)	0300	\$323.36
MW-6520	0305	\$233.13
MW-6520HC	0310	\$299.43
MT-7000	0315	\$409.11

WIRTGEN

[WIRT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300VC	0380	\$38.80
1000VC	0390	\$148.33
1900DC	0395	\$344.76
2000VC	0400	\$335.21
2100VC	0402	\$433.27
2200VC	0405	\$564.97
3500VC	0410	\$577.46
4200VC	0420	\$595.07

PUMPS, WATER HOSE

[PUMWA]

DELAY FACTOR = 0.36**OVERTIME FACTOR = 0.67**

Centrifugal and diaphragm types (including submersibles). Rate includes power (gas, diesel or electric generator), 7.6 meters(25 lineal feet) of suction hose, 15.2 meters (50 lineal feet) of discharge hose, foot valve and all fittings, attachments and accessories.

A PUMP

[APMP]

Listed by Mfr's rated capacity measured in thousands of liters per minute (thousands of gallons per hour) at 3.0 meters (10 feet) of suction head.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	0.6 (10)	000-010	\$3.58
0.6 (10)	1.3 (20)	010-020	\$5.55
1.3 (20)	1.9 (30)	020-030	\$6.50
1.9 (30)	3.2 (50)	030-050	\$23.90
3.2 (50)	7.9 (125)	050-125	\$28.22
7.9 (125)	15.8 (250)	125-250	\$33.25

INLET-SUCTION HOSE

[INHS]

Additional 7.6 meter (25 foot) lengths of suction hose shall be paid based on the inside hose diameter in millimeters (inches).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.07
60 (2.5)	80 (3)	2.5-3.5	\$0.13
80 (3)	100 (4)	3.5-4	\$0.18
100 (4)	150 (6)	4-6	\$0.29

OUTLET-DISCHARGE HOSE

[OUHS]

Additional 15.2 meter (50 foot) lengths of discharge hose shall be paid based on the inside hose diameter in millimeters (inches).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.05
60 (2.5)	90 (3.5)	2.5-3.5	\$0.10
90 (3.5)	100 (4)	3.5-4	\$0.15
100 (4)	150 (6)	4-6	\$0.20

ROLLERS, TANDEM STEEL WHEELS

[ROL-2]

DELAY FACTOR = 0.11**OVERTIME FACTOR = 0.91**

Includes all attachments and accessories.

BOMAG

[BMAG]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW-4AS	1150	\$24.95
BW-6AS	1155	\$26.56
BW-10AS	1160	\$45.29
BW-12AS	1165	\$46.06

DRESSER

[DRES]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S3-5B	2500	\$32.59
S8-12A	2520	\$43.05
S10-14A	2525	\$43.81

FERGUSON

[FERG]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-5 ton	4048	\$19.98
3-5A	4048A	\$21.24
4-6A	4142A	\$21.38
5-8 ton	4236	\$47.66
5-8A	4240	\$36.52
8-12 ton	4424	\$37.81
8-12B	4424B	\$39.97
8-12A	4430	\$37.50
10-14 ton	4450	\$38.70
10-14A	4455	\$38.02
10-14B	4455B	\$40.53

GALION

[GALN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4-6 ton roll-o-static	4650	\$31.32
S4-6A, S4-6B	4670	\$33.87
5-8 ton roll-o-static	4800	\$36.57
S5-8A	4820	\$39.24
8-10.5 ton roll-o-static	4988	\$37.22
S8-10.5A	5000	\$39.94
8-12 ton roll-o-static	5176	\$37.52
S8-12A	5190	\$40.59

HYSTER

[HYST]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 330A 3-5 ton	6520	\$33.63
C 330B 3-5 ton (Hypac)	6520B	\$26.13
C 330A 4-6 ton	6525	\$34.98
C 330B 4-6 ton (Hypac)	6526	\$28.25
C 340A 5-8 ton	6530	\$41.16
C 340A 8-10 ton	6540	\$41.71
C 340B 5-8 ton	6545	\$36.76

C 340C 5-8 ton (Hypac)	6546	\$39.21
C 340B 8-10 ton	6548	\$37.47
C 340C 8-10 ton (Hypac)	6549	\$39.68
C 350B 8-12 ton	6710	\$42.60
C 350B 10-14 ton	6740	\$43.09
C 350C 8-12 ton	6750	\$38.74
C 350C 10-14 ton	6755	\$39.44
C 350D 8-12 ton	6757	\$40.20

INGRAM [INGM]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4-6 ton FB	6900	\$25.58
5-6.5 ton FB	6965	\$27.12
8-12 ton HB	7175	\$37.67
10-14 ton HB	7275	\$38.28

REXNORD [RXND]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-5 ton	8566	\$24.47
4-6 ton	8572	\$25.05
5-8 ton	8578	\$55.52
7-10 ton	8584	\$55.71
8-12 ton	8590	\$56.06
10-14 ton	8596	\$56.40

ROLLERS, RUBBER TIRE, SELF PROPELLED [ROLRT]

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.86
Includes all attachments and accessories.

BUFFALO-BOMAG [B-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 20R	2624	\$41.18

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PS 110	3460	\$42.03
PS 130	3465	\$41.45
PS 180	3470	\$43.65
PS 200B	3480	\$55.08

DYNAPAC [DYPC]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CP 15	3500	\$40.37
CP 21	3510	\$49.97
CP 27	3520	\$64.36

GALION [GALN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3500	4310	\$41.69
P 3000	4315	\$38.29
P 3500A	4320	\$42.10

HYSTER [HYST]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 530A	5401	\$41.30
C 550A	5494	\$46.36

ROLLER-TAMPING, SEGMENTED, SHEEPSFOOT, SELF PROPELLED [ROTAM]

DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.92
Includes all attachments and accessories.

BUFFALO-BOMAG [B-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
K 300	1630	\$80.85
K 301	1635	\$90.90
K 401	1638	\$107.84

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
815	2300	\$94.78
815B	2310	\$140.30
815F	2320	\$152.84
825B	2500	\$159.09
825C	2510	\$207.80
835	2700	\$202.28

RAYGO [RAGO]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
30	6490	\$79.00
45	6500	\$119.63
RAM PAK 45	6505	\$128.34

REXNORD [RXND]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-30	7120	\$95.17
3-35 PACTOR	7127	\$116.67
3-45 PACTOR	7130	\$148.77
3-50, 3-50A PACTOR	7140	\$165.36
3-55, 3-55B PACTOR	7150	\$199.33

**ROLLERS-TAMPING, SEGMENTED, [ROTAT]
SHEEPSFOOT, TOWED**

DELAY FACTOR = 0.45 OVERTIME FACTOR = 0.60

Includes all attachments and accessories. Listed by drum dimensions in millimeters (feet) in either direction. The first digit is the diameter and the second digit is the length of each drum.

SINGLE DRUM UNIT [ADRU]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1220 mm x1220 mm (4'X4') & under	4X4	\$1.93
over 1220 mm (4') - not over 1520 mm (5')	4X5	\$2.19
over 1520 mm (5')	5	\$3.97

DOUBLE DRUM UNIT [DDRU]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1220 mm x1220 mm (4'X4') & under, each	4X4	\$4.68
over 1220 mm (4') - not over 1520 mm (5'), each	4X5	\$14.16
over 1520 mm (5'), each	5	\$26.11

**ROLLERS, VIBRATORY, SELF [ROVIB]
PROPELLED**

DELAY FACTOR = 0.17 OVERTIME FACTOR = 0.85

Includes all attachments and accessories.

BUFFALO-BOMAG [B-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 210	2060	\$62.11
BW 210A	2070	\$64.10
BW 213	2080	\$63.21
BW 214	2090	\$64.95

BOMAG [BMAG]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 35	0700	\$6.63
BW 60, 60S	0800	\$10.16
BW 65, 65S	0900	\$7.07
BW 75, 75S	1000	\$11.36
BW 85T	1200	\$20.13
BW 90	1300	\$13.21
BW 100AD-3	1325C	\$33.79
BW 120AD	1350	\$34.28
BW 142PD	1359	\$39.93
BW 151AD	1365	\$57.46
BW 170AD, D	1380	\$50.15
BW 172AD, D	1385	\$50.53
BW 202AD	1400	\$78.61

BROS [BROS]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
VM 255	2023	\$50.71
VM 268, VM 268H	2024	\$62.47
VM 278	2025	\$95.41

CASE [CASE]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
50B	2228	\$7.29
W 251	2400	\$24.17
252, W 252	2405	\$31.29
752, W 752	2450	\$54.70
1102, W 1102	2500	\$72.02
1102D, W 1102D	2505	\$73.26
602D	2510	\$49.48
752B	2520	\$57.62

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CB 54	7000	\$98.25
CS 56	7020	\$108.01
CB 64	7400	\$113.60
CB 214	8025	\$30.33
CB 214B	8026	\$31.55
CB 224	8030	\$31.43
CB 224B	8031	\$33.40
CB 224C	8031C	\$34.20
CB 224E	8031E	\$36.84
CB 314	8035	\$33.20
CP 323 padfoot drum	8040	\$53.72
CS 323 smooth drum	8042	\$52.02
CB 414	8045	\$51.66
CS 431	8050	\$47.90
CS 431B	8051	\$65.41
CP 433 padfoot drum	8055	\$54.33
CP 433B padfoot drum	8056	\$71.70
CP 433E	8056E	\$86.74
CS 433 smooth drum	8060	\$54.63
CS 433B smooth drum	8061	\$68.77
CB 434	8062	\$59.81
CB 434D	8062D	\$72.82
CB 514	8065	\$65.57
CB 534	8067	\$84.24
CB 534C	8067C	\$82.19
CB 534D OR XW	8067D	\$104.31
CS 551	8070	\$91.68
CP 553 padfoot drum	8075	\$96.45
CS 553 smooth drum	8080	\$92.91
CP 563 padfoot drum	8082	\$99.08
CS 563 smooth drum	8083	\$95.25
CS 563C	8083C	\$100.80
CB 614	8085	\$102.63
CB 634	8095	\$101.27
CB 634C	8095C	\$102.56

DYNAPAC			[DYPC]			HYSTER			[HYST]			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>	<u>Code</u>	<u>Rate</u>	
LR 90	2401	\$14.40	C 612B	3450	\$56.27							
A 36V, A 36D	2405	\$34.78	C 610A	3500	\$42.25							
CA 12	2409A	\$45.84	C 610B	3540	\$54.50							
CA 12D	2409B	\$39.40	C 615B	3562	\$56.62							
CA 12PD	2409E	\$39.89	C 617B	3563	\$57.13							
CA 12PDB strikeoff blade	2409H	\$38.03	C 620B	3566	\$56.01							
CA 15	2410	\$61.06	C 625B	3570	\$57.73							
CA 15A	2420	\$54.01	C 627B	3572	\$58.41							
CA 15D	2421	\$64.53	C 727A	3572E	\$81.98							
CA 20D	2422	\$53.15	C 748A (Hypac/Hyster)	3572F	\$36.28							
CA 15PD	2425	\$54.78	C 766A	3572G	\$72.72							
CA 25	2430	\$78.33	C 766B (Hypac/Hyster)	3572H	\$87.42							
CA 25S	2440	\$76.58	C 850A	3572J	\$86.95							
CA 25A, CA 25D	2450	\$81.34	C 850B (Hypac/Hyster)	3572K	\$101.90							
CA 25PD	2455	\$84.26	C 852A	3572N	\$92.47							
CA 25T	2460	\$70.39	C 852B (Hypac/Hyster)	3572P	\$105.40							
CA 30	2462	\$82.55	C 860A	3572S	\$91.17							
CA 30D	2464	\$87.05	C 860B (Hypac/Hyster)	3572T	\$99.69							
CA 51S, CA 51D	2466	\$103.01	INGERSOLL-RAND			[I-R]						
CA 55D	2468	\$105.88	<u>Model</u>	<u>Code</u>	<u>Rate</u>							
CA 151PDB	2469	\$75.81	DD 22	3565	\$40.20							
CC 10, CC 10 series II	2470	\$31.13	DD 23	3570	\$29.75							
CC 10A	2472	\$27.02	DD 24	3572	\$39.39							
CC 102	2472C	\$33.45	DA 30	3573	\$31.27							
CC 12	2472E	\$34.17	DD 35	3573C	\$32.75							
CC 14	2473	\$49.20	DA 40	3573E	\$56.14							
CC 21	2474	\$51.07	DA 41	3573G	\$58.49							
CC 21 II	2474B	\$54.19	DD 34HF	3573HF	\$48.49							
CC 211	2474C	\$62.59	DA 48	3573M	\$77.83							
CC 42 II Dynatronic	2475	\$82.21	DA 50	3574	\$78.64							
CC 42A	2476	\$81.15	DD 65	3574A	\$61.06							
CC 50	2482	\$88.94	DF 84	3574B	\$128.36							
CC 50A	2488	\$100.94	DS 84	3574C	\$125.10							
CC 50PD	2488E	\$157.81	DD 90	3574D	\$84.66							
CC 50S	2489	\$149.64	DD 110	3574F	\$93.80							
DD 18	2498	\$12.41	DD 130	3574H	\$124.59							
300V	2499E	\$16.14	DD 145	3574J	\$106.92							
2100V	2499H	\$15.35	SPA 56	3810	\$60.79							
ESSICK	[ESIK]		SP 48	3880	\$58.92							
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SP 48DD	3885	\$60.53							
VR 30RE	2700	\$9.42	SPF 48	3890	\$62.83							
VR 42RE	2820	\$24.06	SPF 48B	3892	\$64.04							
V 30WR, V 30W2-R	2902	\$10.29	SP 54	4000	\$59.96							
			SP 54DD	4005	\$61.97							
			SPA 54	4010	\$60.85							
			SPF 54	4020	\$66.31							
			SP 56	4030	\$70.22							

SP 56DD	4035	\$73.11	RAYGO	[RAGO]	
SP 56DH	4037	\$98.96	<u>Model</u>	<u>Code</u>	<u>Rate</u>
SPF 56	4040	\$75.01	1-36 REBEL	4805	\$14.28
SPF 56B	4050	\$77.93	2-36 ROMPER	4810	\$31.20
SPF 56DH	4080	\$100.46	2-66 RANGER	4820	\$80.08
SPF 56DHB	4090	\$104.36	2-84 RANGER	4830	\$110.97
SP 60	4100	\$125.13	220A RASCAL	4840	\$46.82
SP 84	4105	\$103.75	320A RASCAL	4876	\$56.49
SP 60DD	4110	\$147.24	320S RASCAL	4890	\$53.75
SPF 60	4120	\$151.92	400A RASCAL	5010	\$56.33
SPF 60B	4130	\$159.91	404B RUSTLER	5110	\$61.68
SPF 60C	4132	\$139.62	410A RASCAL	5150	\$59.91
SPF 84	4133	\$105.46	600A RASCAL	5220	\$75.87
SPF 84B	4134	\$109.93	4000 RASCAL	5235	\$82.51
SD 40D	4138	\$54.04	4200 RASCAL	5236	\$88.50
SD 40F w/ blade	4138FB	\$55.56	4404 RUSTLER	5236E	\$32.93
SD 70	4139	\$61.93	RAMMAX	[RAMX]	
SD 100	4140	\$78.97	<u>Model</u>	<u>Code</u>	<u>Rate</u>
SD 100D	4140D	\$95.41	P 33/24	4605	\$18.71
SD 100F	4140F	\$95.96	P 33/24 w/ remote	4606	\$18.00
SD 115D	4141D	\$118.11	P 51	4625	\$71.55
SD 150D	4143D	\$127.27	S 51	4630	\$37.21
KOEHRING-BOMAG	[KOBO]		P 47	5290	\$36.11
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SAKAI	[SAKI]	
BW 120AC	4168E	\$33.76	<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 120AD	4169	\$34.25	SV 70	8025	\$56.72
BW 121AD	4193	\$30.75	SV 70D	8026	\$59.07
BW 130AD	4193E	\$36.07	SV 91	8050	\$84.84
BW 140AD	4194	\$56.04	SV 91D	8051	\$86.81
BW 141AC	4194B	\$55.40	SV 200D	8060	\$43.08
BW 141AD	4194E	\$50.42	TAMPO	[TAMP]	
BW 142D	4194H	\$38.44	<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 172	4212	\$47.66	RP 16D (HD)	5990	\$54.12
BW 172D	4212E	\$50.22	RP 28D	5995	\$72.22
BW 213D	4237	\$79.40	RP 48D	6110	\$93.79
BW 214D	4238	\$97.53	RP 58D	6115	\$86.18
BW 215D	4240	\$96.08	RS 16 (HD)	6170	\$51.24
BW 217D	4242	\$120.91	RS16A (HD)	6180	\$53.20
BW 220D	4250	\$90.31	RS 16D (HD)	6185	\$53.70
MIKASA	[MIKA]		RS 28C	6315	\$68.10
<u>Model</u>	<u>Code</u>	<u>Rate</u>	RS 28D	6320	\$69.33
MDR 7DW	4404	\$8.36	RS 58D	6327	\$84.71
MDR 9G	4405	\$12.01	RS 156A	6340	\$56.70
MDR T38S	4407	\$8.50	RS 166A	6350	\$74.47
MRV 10GA	4409	\$13.54	RS 188A	6370	\$94.82
			RS 210	6400	\$73.69

WACKER [WACK]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
R 900	7850	\$20.93
R 1000	7855	\$33.59
W 55T	7860	\$10.65
W 74L, W 74T	7880	\$10.52
W 74	7890	\$10.19
W 75	7900	\$10.73
WDH 84	7910	\$14.84
WDH 86-110	7912	\$18.59
WHK 90, WHK 90L	7915	\$18.23

SHOVELS & CRANES CRAWLER [S&CCL]

DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.84

Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (not including leads or driving equipment).

LINK-BELT [L-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
LS 78	4702	\$67.06
LS 78 pipeliner	4724	\$69.07
LS 98	4826	\$75.67
LS 98 pipeliner	4852	\$81.87
LS 98A	4924	\$76.75
LS 108B	4980	\$86.02
LS 108D	4981	\$112.45
LS 118	4998	\$123.70
LS 218H	5010	\$206.03
LS 318	5012	\$123.53
LS 338	5020	\$134.76
LS 518	5124	\$198.59

MANITOWOC [MTWC]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
222EX (WEST)	5600	\$249.17
2900 WC	5764	\$109.48
3000 W	5812	\$136.89
3900B (100 ton)	6036	\$180.67
3900 W VICON series 2	6132	\$240.03
4000 W VICON	6180	\$216.72
4100 W VICON series 1	6196	\$327.89
4100 W VICON series 2	6198	\$337.22
4600 VICON series 1	6328	\$493.23
4600 VICON series 3	6332	\$558.48

P&H [P&H]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
535	7716	\$108.92
550	7748	\$114.96
670 WLC	7892	\$134.65

SHOVELS & CRANES, TRUCK MOUNTED [S&CTK]

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.81

Includes truck/carrier. Includes all attachments and accessories when used as a crane, clamshell, dragline or for pile driving (leads and driving equipment not included).

AMERICAN HOIST & DERRICK [AMHD]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
5470	1015	\$111.58
5530	1080	\$194.54
7450	1130	\$107.57
7460	1140	\$153.65
7530	1170	\$172.26
8460	1178	\$218.93
8470	1179	\$348.39

LINK-BELT [L-B]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HC 48A	4332	\$66.60
HC 108B	4960	\$80.19
HC 108C	4970	\$117.61
HC 138	4992	\$86.95
HC 138A	4995	\$188.16
HC 218	5050	\$113.80
HC 218A	5051	\$187.44
HC 228H	5054	\$231.93
HC 238A, 238B	5065	\$191.38

P&H [P&H]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
440 TC	7240	\$83.73
650A TC	7720	\$118.20
670 TC	7790	\$121.81
790 TC	7880	\$113.24
8115A TC	7950	\$155.75

SANBLASTING EQUIPMENT [SANBL]

DELAY FACTOR = 0.52 OVERTIME FACTOR = 0.51

Includes helmets, gauntlets, 30.5 meters(100 feet) of hose, pot, all control valves, nozzles and other attachments and accessories. Rated in accordance with the capacity of the pot measured in kilograms(pounds)of sand.

REMOTE CONTROL ONLY [REMC]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
45 (100)	159 (350)	010-035	\$1.68
159 (350)	272 (600)	035-060	\$2.22
272 (600)	454 (1000)	060-100	\$2.25
454 (1000)	680 (1500)	100-150	\$2.82
680 (1500)	907 (2000)	150-200	\$3.15

**SAWS, CHAIN AND EARTH AUGER [SAWCH]
ATTACHMENT**

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.89

Hand held type, one or two man, gas, air or electric powered including all attachments and accessories. Blades, chains and tips shall be paid separately. Saws which cost less than \$500 are considered minor tools and are no longer listed. Rated in accordance with Mfr's kilowatts (horsepower).

SAWS [SAW]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
>3.7 (5) 30 amps @ 120V	5-HP	\$2.87

SAWS, CONCRETE AND MASONRY [SAWCO]

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.85

Self powered gas, air or electric powered. Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Saw blades or abrasive discs shall be paid in accordance with the following sawkerf codes.

SINGLE & MULTI-BLADE [ABOP]

OPERATION

Listed in accordance with Mfr's rated kilowatts (horsepower).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.5 (10)	0-10	\$3.40
7.5 (10)	14.9 (20)	10-20	\$7.66
14.9 (20)	24.6 (33)	20-33	\$15.21
24.6 (33)	33.6 (45)	33-45	\$17.56
33.6 (45)	48.5 (65)	45-65	\$21.24

BLADE SAWKERF [ABSK]

The following allowance is entered on the extra work bill by using the length x depth per blade.

<u>UNITS</u>	<u>Code</u>	<u>Rate</u>
Rate /blade/ 30.5 m (100 lin ft) / 25 mm (inch) depth	100'IN	\$18.00
Rate/blade/ 0.3 m (lin ft) / 25 mm (inch) depth	LF-INDE	\$0.18

SCRAPERS, SELF PROPELLED [SCRSP]

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.87

Includes all attachments and accessories.

CATERPILLAR [CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
613	1395	\$66.79
613B	1400	\$75.04
613C	1402	\$94.06
615	1415	\$129.64
615C	1416	\$141.73
621B cushion hitch	1680	\$164.76
623B	1700	\$170.01
623E	1702	\$201.82
623F	1703	\$211.56
627B push pull	1770	\$218.17

627E non push-pull	1772	\$233.33
627E push-pull	1773	\$237.91
631C 67M5012 serial	2170	\$187.83
631D	2180	\$233.09
631E	2185	\$256.08
633C non cushion hitch	2305	\$183.57
633C cushion hitch	2315	\$183.38
633C 66M693 serial	2320	\$193.09
633D	2330	\$242.66
637 cushion, non-push-pull	2375	\$276.95
637 non-cushion, push-pull	2410	\$279.11
637D non push-pull	2460	\$338.88
637D push-pull	2470	\$342.70
639D	2475	\$352.10
637E	2476	\$370.99
637E push-pull	2477	\$376.21
641B non cushion hitch	2620	\$233.72
641B cushion hitch	2655	\$275.67
651B non cushion hitch	2935	\$281.13
651B cushion hitch	2970	\$283.50
651E	2975	\$350.76
657B non cushion, non p-p	3360	\$444.76
657B cushion, push-pull	3370	\$451.01
657E non push-pull	3375	\$526.49
657E push-pull	3380	\$544.77
660B	3470	\$260.34
666B	3600	\$414.31

JOHN DEERE

[DEER]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 760A	3845	\$66.37
JD 762	3860	\$82.23
JD 762A	3865	\$86.29
JD 762B	3866	\$101.29
JD 860A	3920	\$97.60
JD 860B	3930	\$102.57
JD 862	3940	\$121.77
JD 862B	3942	\$149.09

INTERNATIONAL

[INTL]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
412B	5631	\$83.22
431B	5637	\$162.28
433B	5643	\$236.41

TEREX**[TERX]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S 11EB	8245	\$66.52
S 23E 33TOT-H-93SH, elev	8250	\$156.97
S 24 49LOT-76SH serial	8260	\$200.61
S 24B 023-024 serial	8270	\$243.50
S 24C	8275	\$264.85

WABCO**[WAB]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
101F	8570	\$76.24
101G	8575	\$77.25
111A	8640	\$72.62
222G	8700	\$142.44
222H	8704	\$161.24

TRACTORS, CRAWLER**[TRACC]****DELAY FACTOR = 0.15****OVERTIME FACTOR = 0.87**

Includes all attachments and accessories such as dozer blade and power control blocks when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.

CASE**[CASE]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
350	1820	\$30.50
350B	1825	\$32.49
450	1868	\$26.44
450B	1869	\$30.16
450C	1869E	\$33.98
475	1870	\$43.99
550	2000	\$35.53
650	2100	\$41.95
850	2128	\$35.65
850B	2130	\$38.61
850C	2135	\$42.33
850D	2140	\$44.74
1150B	2250	\$53.47
1150C	2255	\$58.86
1150D	2257	\$60.61
1150E	2258	\$62.80

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-3	2340	\$30.96
D-3B	2345	\$34.29
D-3 LGP	2350	\$31.58
D-3B LGP	2355	\$35.50
D-3B SA	2370	\$38.24
D-3C	2380	\$36.41
D4C Series III	2450	\$46.68
D-4D	2655	\$37.33

D-4E direct drive	2660	\$39.29
D-4E power shift	2665	\$40.54
D-4H	2670	\$51.14
D-4H LGP	2675	\$51.05
D-4H Series II	2680	\$52.31
D-4E SA	2772	\$47.45
D-4E LGP power shift	2780	\$40.73
D-4E LGP direct drive	2782	\$40.73
D-4G XL	2790XL	\$47.45
D-5	3194	\$53.70
D-5B power shift	3206	\$56.87
D-5B SA	3325	\$61.92
D-5B LGP	3345	\$59.45
D-5C	3346	\$50.65
D-5H	3347	\$67.98
D-5H Series II	3348	\$71.82
D-5H LGP	3350	\$70.91
D-6C direct drive	3645	\$69.59
D-6C power shift	3688	\$70.20
D-6C LGP	3710	\$72.63
D-6D	3720	\$80.58
D-6D SA	3725	\$90.41
D-6D LGP	3730	\$81.01
D-6H	3732	\$91.58
D-6H Series II	3733	\$96.03
D-6H LGP	3735	\$95.97
D-6M LGP	3745	\$89.31
D-6N XL	3755	\$92.02
D-6R DS	3800	\$101.64
D-6R XL	3815	\$106.73
D-7G	4180	\$121.43
D-7G LGP	4200	\$117.38
D-7G SA	4210	\$128.81
D-7H	4215	\$125.37
D-7H Series II	4216	\$134.48
D-7H LGP	4220	\$131.61
D-8K	4858	\$160.78
D-8L	4862	\$193.39
D-8L SA	4863	\$208.94
D-8N	4864	\$173.71
D-8R	4870	\$191.18
D-9H	5160	\$213.99
D-9L	5165	\$256.45
D-9N	5170	\$219.63
D-9R	5175	\$257.30
D-10	5220	\$393.25
D-10N	5225	\$317.82
D-10R	5227	\$354.89
D-11N	5230	\$495.53
D8T	D8T	\$236.74

JOHN DEERE	[DEER]		31	6061	\$228.20
<u>Model</u>	<u>Code</u>	<u>Rate</u>	FD 40	6061E	\$260.81
JD 350C	5360	\$33.94	KOMATSU	[KOMA]	
JD 350D	5365	\$38.03	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 400G	5405	\$32.16	D 21P-6	7965	\$37.08
JD 450C	5474	\$34.32	D 31A-16	7970	\$32.48
JD 450D	5476	\$35.63	D 31A-17	7972	\$35.69
JD 450E	5478	\$36.17	D 31E-17	7976	\$37.18
JD 450G	5479	\$39.23	D 31E-18	7977	\$39.50
JD 450J LT/LGP	5479J	\$48.08	D 31P-16	7980	\$32.86
JD 550	5480	\$38.75	D 31P-17	7981	\$36.40
JD 550A	5481	\$41.99	D 31P-17B	7981E	\$38.17
JD 550B	5483	\$40.77	D 58E-1	8003	\$72.22
JD 550G	5484	\$45.75	D 58P-1	8003H	\$79.93
JD 650G	5484A	\$51.20	D 65E-6	8070	\$83.35
JD 650H LGP	5484H	\$54.98	D 65E-7, E-8	8072	\$92.98
JD 750	5485	\$60.63	D 65P-6	8080	\$86.00
JD 750B	5486	\$66.50	D 65P-7 / D 65P-8	8082	\$96.35
JD 750 LGP	5487	\$63.47	D 68P-1	8083	\$106.20
JD 750B LGP	5488	\$80.85	D 68E-1	8085	\$101.17
JD 850	5490	\$79.28	D 83E-1	8087	\$123.63
JD 850B	5491	\$91.36	D 83P-1	8088	\$124.97
JD 850 LGP	5492	\$83.87	D 85P-18	8090	\$133.33
JD 850B LGP	5495	\$98.33	D 85A-18	8114	\$116.52
DRESSER	[DRES]		D 85E-12	8120	\$102.14
<u>Model</u>	<u>Code</u>	<u>Rate</u>	D 85E-18	8140	\$126.54
TD 7E	9100	\$35.30	D 135A-1	8150	\$162.68
TD 7G	9102	\$39.24	D 155A-1	8160	\$188.11
TD 8E	9105	\$43.06	D 155A-2	8161	\$187.71
TD 8G	9107	\$46.31	D 375A-1	8175	\$298.72
TD 12	9110	\$61.97	D 375A-2	8176	\$332.17
TD 12 LGP	9115	\$70.78	D 455A-1	8180	\$366.43
TD 15C	9120	\$87.41	D 475A-2	8186	\$519.84
TD 15E	9122	\$106.31	TRACTORS, HEAVY [TRACH]		
TD 15C LGP	9125	\$84.63	DELAY FACTOR = 0.15	OVERTIME FACTOR = 0.86	
TD 20E	9130	\$117.11	Includes all attachments and accessories such as dozer blade, power control units and push blocks, when needed, but does not include backhoe, winch or ripper units listed elsewhere in this schedule.		
TD 20G	9135	\$142.31	CATERPILLAR	[CAT]	
TD 20G LGP	9137	\$149.71	<u>Model</u>	<u>Code</u>	<u>Rate</u>
TD 25E	9139	\$166.76	814	1400	\$110.70
TD 25G	9140	\$207.08	814B	1410	\$162.70
FIAT-ALLIS	[F-A]		824B	1720	\$179.33
<u>Model</u>	<u>Code</u>	<u>Rate</u>	824C	1730	\$219.27
10C	6043	\$68.73	834B	2010	\$330.98
10C LGP	6044	\$69.59			
14C	6048	\$86.66			
FD 20	6056	\$124.39			
21C	6060	\$143.63			
FD 30	6060E	\$168.09			

**TRACTORS, RUBBER TIRE, [TRACS]
INDUSTRIAL, FARM & SKID STEER**

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.89

37.3 kW (50 HP) OR LESS [<50]

Including, but not limited to the following:
 Bobcat--440B, 443B, 450, 453, 542B, 543B, 553, 742B, 743B,
 753, 763, 773, 1840, 7753
 Case-- 1818, 1825, 1835C, 1838
 Deere-- 3375, 4475, 5200, 5575, 6675, 7775
 Ford-- L250, L454, L455, L553, L555, L781
 Gehl-- SL3310, SL3410, SL3725, SL3825, SL4525, SL4625
 Hydra-Mac-- 1300, 1600, 1700D
 JCB-- 165Robot, 165Robot Ser II
 Massey-Ferguson-- MF30E
 Mahto-- LS70, LS75, L933
 Mustang-- 920, 920E, 921, 930A, 930AE, 940, 940E, 910, 911,
 2040
 New Holland-- 1220, 1320, 1620, 1920, 2120, 3415, 3930, L250,
 L255, L465, LX465, LX485, L565, LX565, LX665
 Ramrod-- 230B, 300B, 584B, 784B, 550, 750, 1350, 1550
 Thomas-- T-82, T-83, T-83S, T-103, T-132, T-133, T-133S
 Trak-- 1300HD, 1300C, 1300CX, 1500C

<u>Model</u>	<u>Code</u>	<u>Rate</u>
with loader or dozer	A	\$27.25
auger, w/ or w/o loader or dozer	B	\$27.70
backhoe, w/ or w/o loader or dozer	C	\$29.34

OVER 37.3 kW (50 HP) [>50]

Including, but not limited to the following:
 Bobcat-- 853, 863, 873, 943, 953, 980
 Case-- 1845C
 Deere-- 5300, 5400, 6200, 6300, 6400, 8875
 Ford-- L783, L785, 250C, 260C
 Gehl-- SL5625, SL6625, SL6635
 Hydra-Mac-- 1850, 2650, 2650D
 JCB-- 185Robot
 Massey-Ferguson-- MF40E, MF50EX
 Mustang-- 960, 2060
 New Holland-- 4630, 5030, 5640, 6640, 7740, 7840, 8240, 8340,
 L865, LX865, LX885, 345D, 545D
 Ramrod-- 1750, 1950
 Thomas-- T-173HL, T-173HLS, T173HLS II, T-203HD, T-
 233HD
 Trak-- 1700HD, 1700C, 1700CX, 1700XHP

<u>Model</u>	<u>Code</u>	<u>Rate</u>
with loader or dozer	A	\$36.50
auger, w/ or w/o loader or dozer	B	\$37.06
backhoe, w/ or w/o loader or dozer	C	\$38.77

**TRAFFIC CONTROL & SAFETY DEVICES [TRAF A]
(HOURLY RATES)**

DELAY FACTOR = 0.36 OVERTIME FACTOR = 0.68

CHANGEABLE MESSAGE SIGN [CMSN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Generator	GEN1	\$14.99
Generator w/ cell remote	GEN2	\$16.36
Solar	SOL1	\$10.51
Solar w/ cell remote	SOL2	\$11.87

FLASHING ARROW SIGN [FLAS]

Including supplies, replacements and servicing.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Roof mounted	RM	\$0.93
Trailer mounted	TM	\$3.47

**TRAFFIC CONTROL & SAFETY DEVICES [TRAF C]
(DAILY RATES)**

DELAY FACTOR = 0.72 OVERTIME FACTOR = 1.00

Includes supplies and servicing. The following allowance is entered on the extra work by using days instead of hours worked. Crash cushion barrels and K-rail sections are now listed with Non-Operated items[NONOP].

(1) BARRICADES [1BAR]

(A) 750 mm to 900 mm high & 600 mm to 900 mm wide (30 to 36 inches high & 24 to 36 inches wide)
 (B) 1500 mm high by 1200 mm wide min. (60" high by 48" wide min.)

<u>Model</u>	<u>Code</u>	<u>Rate</u>
each with flasher	A1	\$0.51
each without flasher	A2	\$0.26
each	B3	\$1.16

(2) TRAFFIC CONES [2TC]

Lost or destroyed are no longer paid on invoice.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
450 mm (18") high, per 100	A100	\$9.24
700 mm (28") high, per 100	B100	\$16.04
700 mm (28") high w/ refl sleeve, per 100	D100	\$24.84
1,050 mm (42") high w/ refl sleeve, per 100	E100	\$41.32

(3) PORTABLE DELINEATOR [3DEL]

Lost or destroyed are no longer paid on invoice.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
per 100	100	\$26.31

(4) ILLUMINATED SIGNS [4SIG]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl 900 mm x900 mm (3'x3') sign & batteries	12V	\$6.43

(5) FLASHING BEACON [5BEA]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
portable 12 volt	12V	\$6.57

(6) FLAG/SIGN STAND [6FSS]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl sign, stand & 3 flags	EACH	\$2.97

(7) DELINEATOR DRUM [7DDR]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Del. drum w/ base per 100	100	\$65.54

TRAILERS, EQUIPMENT, LOW BED [TRAIL]

DELAY FACTOR = 0.43 OVERTIME FACTOR = 0.62

Includes all attachments and accessories related to hauling. The rates cover drop deck type with and without folding/removable gooseneck or oscillating trunion. Pilot vehicles are extra. Listed in accordance with number of axles and tires per axle. Includes jeeps, booster axles, and dollies. All loads shall be hauled legally or within Caltrans Permit Policy.

LOW BED A [LB-A]

Model	Code	Rate
2 axle		
4 Tires per axle	100	\$15.46
8 Tires per axle	200	\$19.49

LOW BED B [LB-B]

Model	Code	Rate
3 axle		
4 Tires per axle	300	\$20.76
8 Tires per axle	400	\$24.06

LOW BED C [LB-C]

Model	Code	Rate
4 axle		
4 Tires per axle	500	\$33.29
8 Tires per axle	600	\$41.31

LOW BED D [LB-D]

Model	Code	Rate
6 axle		
8 Tires per axle	700	\$66.18

TRAILERS, EQUIPMENT, TILT BED [TRAIT]

DELAY FACTOR = 0.43 OVERTIME FACTOR = 0.62

Includes all attachments and accessories related to hauling. Pilot vehicles are extra. Listed in accordance with the Mfr's rated capacity in tonnes(tons).

TILT BED 1 AXLE [TB-1]

OVER	TO	Code	Rate
0	1.8 (2)	00-02	\$0.82
1.8 (2)	3.6 (4)	02-04	\$0.88

TILT BED 2 AXLES [TB-2]

OVER	TO	Code	Rate
3.6 (4)	5.4 (6)	04-06	\$1.46
7.3 (8)	9.1 (10)	08-10	\$4.53
9.1 (10)	10.9 (12)	10-12	\$5.22
10.9 (12)	12.7 (14)	12-14	\$5.87
12.7 (14)	14.5 (16)	14-16	\$6.52
14.5 (16)	16.3 (18)	16-18	\$6.31
16.3 (18)	18.1 (20)	18-20	\$6.09
18.1 (20)	20.0 (22)	20-22	\$6.98
20.0 (22)	22.7 (25)	22-25	\$6.78

TRENCHING MACHINES [TRENC]

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90

Includes all attachments and accessories. When used, tungsten carbide tips shall be replaced by separate invoice.

BOBCAT [BCAT]

Model	Code	Rate
T 116	2000	\$13.02
T 135	2010	\$30.04
T 136	2020	\$30.37
T 208	2030	\$6.74
3022	2040	\$30.82

CASE [CASE]

Model	Code	Rate
TL 70	9051	\$5.49
TL 100	9053	\$7.90
TL 120	9055	\$9.54
TL 200	9070	\$9.71
16+4	9120	\$14.05
25+4	9170	\$19.46
25 + 4 XP	9171	\$24.68
30+4 standard	9224	\$27.49
DH 4	9255	\$37.01
DH 4B	9256	\$40.62
DH 5	9257	\$35.62
DH 5 QUAD	9259	\$36.46
DH 7	9261	\$42.16
360	9263	\$29.61
ROAD RUNNER 380	9277	\$40.35
TF 300	9374	\$18.51
TF 700	9398	\$25.00
TF 800	9405	\$32.60
TF 1000	9460	\$37.87
760	9465	\$39.14

DITCH WITCH [D-W]

Model	Code	Rate
R 30	5390	\$25.21
R 36D	5400	\$31.21
R 40	5432	\$32.69
R 65	5556	\$33.67
R 100	5565	\$81.11
V 30	5618	\$24.05
1410	5620	\$9.86
1420	5625	\$10.53
1500	5630	\$7.33
1620	5635	\$13.76
1810	5640	\$14.12
2020	5645	\$17.68

2200	5650	\$16.72
2300	5660	\$25.26
2310	5662	\$26.57
3210	5670	\$28.76
3210 Combo	5675	\$29.63
3500	5676	\$33.90
4010	5677	\$43.49
4010 Combo	5678	\$33.71
5010	5679	\$33.82
6510	5680	\$40.28
6510 Combo	5685	\$43.38

MIDMARK [MDMK]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300 A	7945	\$25.03
321	7950	\$26.30
400 A	7955	\$31.97
440	7960	\$40.20

VERMEER [VERM]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CC-135	8350	\$88.06
M 220	8380	\$16.68
M 455 / M455A	8480	\$39.19
M 475	8570	\$41.42
M 475A	8571	\$46.99
M 485	8580	\$45.26
M 495	8585	\$73.49
T 300B, T 300A	8718	\$25.84
T 400C, T 400B, T 400A	8781	\$56.17
T 600D, C, B, A	8842	\$80.98
T 650	8843	\$136.31
T 800B, T 800A, T800	8870	\$129.70
T 800C	8871	\$141.57
T 850	8875	\$252.30
V 430	8950	\$29.48
V 430A	8951	\$33.12
V 434 / M 434	9000	\$28.43
V 440	9015	\$31.49
V 450	9017	\$37.21
V 454	9020	\$32.33
V 1550	9025	\$15.58

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL	[TRUCK]
------------------------------------------------------------------	------------------

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.89

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS		[T&TT]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$27.42
		06-12	\$31.00
5443 (12000)	9072 (20000)	12-20	\$40.16
9072 (20000)	12701(28000)	20-28	\$42.49
12701 (28000)	16330 (36000)	28-36	\$47.91
16330 (36000)	21773 (48000)	36-48	\$64.07
21773 (48000)	27216 (60000)	48-60	\$70.62
27216(60000) & Over		60	\$79.48

TRUCKS, OFF-HIGHWAY	[TRUOF]
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DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.80

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY		[TRU]	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$49.67
16.3 (18)	20.0 (22)	18-22	\$88.77
20.0 (22)	24.5 (27)	22-27	\$110.88
24.5 (27)	29.0 (32)	27-32	\$126.75
29.0 (32)	36.3 (40)	32-40	\$172.22
36.3 (40)	49.9 (55)	40-55	\$255.55
49.9 (55)	60.8 (67)	55-67	\$286.99

TRUCKS, DUMP, ON-HIGHWAY [TRUON]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY [TRUN]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
2 axles	2AXL	\$54.69
3 axles	3AXL	\$71.55
4 axles	4AXL	\$80.63
5 axles	5AXL	\$90.06

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	0-250	\$6.13
250	500	250-500	\$11.85
over	500	500	\$12.27

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$0.29



RANGE OF HOURLY RATES:

**Applicable to Rancho Mission Canyon Emergency Storm Drain Project
for the City of San Diego**

Effective January 1, 2020 - December 31, 2020

ENGINEERING SERVICES

HOURLY RATE

Project Directors	\$280
Project Managers	\$235
Project Engineers	\$180
Senior Technical Support	\$175
Technical Support	\$145
Administration	\$110

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2020 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes).

All subconsultant charges are subject to a 10% markup.

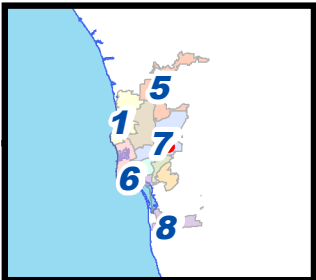
EXHIBIT M
LOCATION MAP

**Rancho Mission Canyon S/D
Emergency Replacement**

SENIOR ENGINEER
Jong Choi
619-533-5493

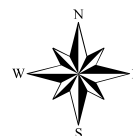
PROJECT MANAGER
Jeff Cramoline
619-533-3156

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

- Area of Work
- Existing Storm Drain



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EXHIBIT N

CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS

CONTRACTOR'S NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

2. CONSTRUCTION STORM WATER PROTECTION NOTES
 - a. TOTAL SITE DISTURBANCE AREA:0.14(ACRES)

 - b. HYDROLOGIC UNIT/WATERSHED: San Diego / San Diego River

 - c. HYDROLOGIC SUBAREA NAME & NO: Mission San Diego No 907.11

 - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 - MWPCP

 - WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

 - WPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
TRADITIONAL: RISK LEVEL 1 2 3
LUP: RISK TYPE 1 2 3

 - e. CONSTRUCTION SITE PRIORITY
 - ASBS HIGH MEDIUM LOW

3. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

4. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
5. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING.
6. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
7. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
8. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
9. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
10. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
11. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
12. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
13. WHEN APPLICABLE, EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
14. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616) 524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.

EXHIBIT O

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2018 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



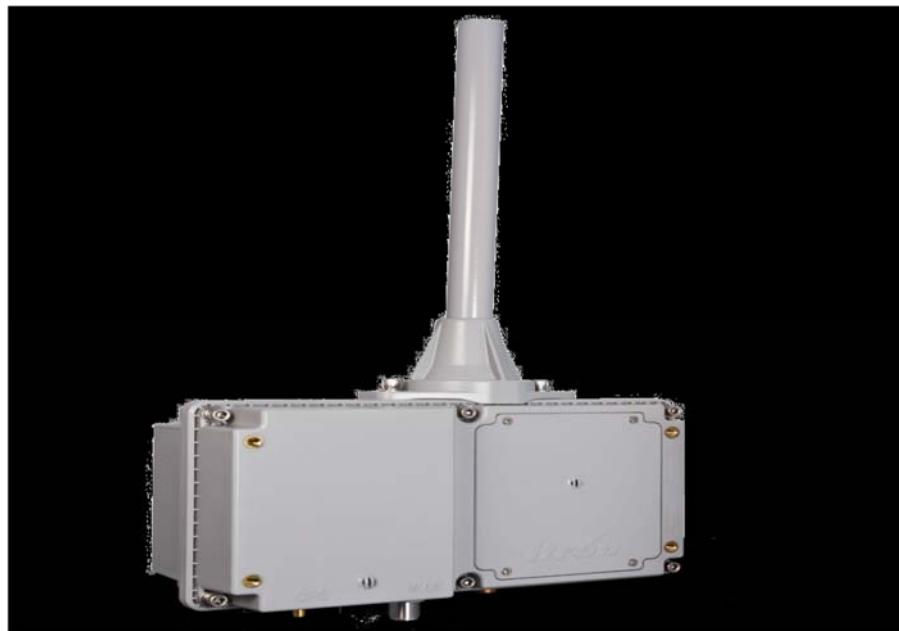
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

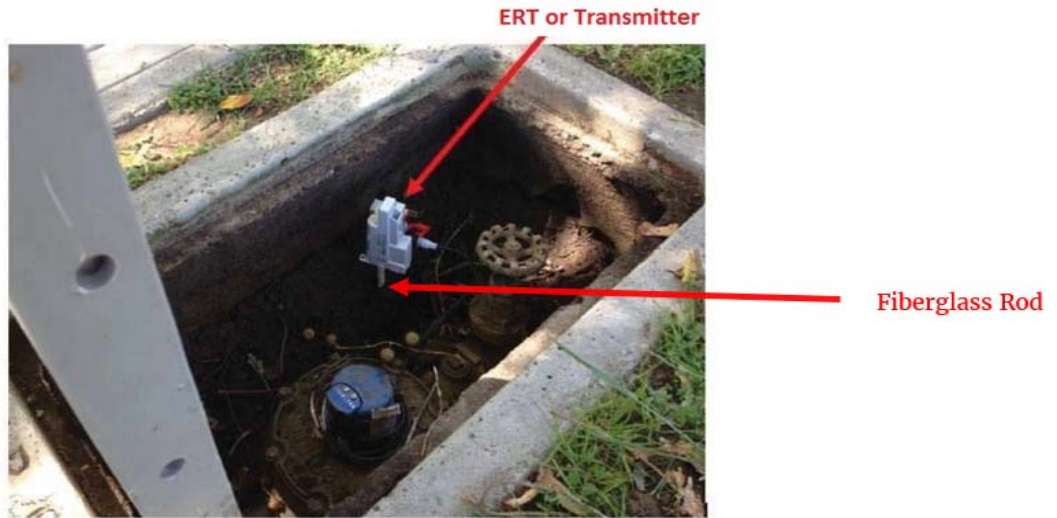


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

EXHIBIT P

SAMPLE CITY INVOICE

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:
 Work Order No or Job Order No.
 City Purchase Order No.
 Resident Engineer (RE):
 RE Phone#: Fax#:

Contractor's Name:
 Contractor's Address:

 Contractor's Phone #:
 Contractor's fax #:
 Contact Name:

Invoice No.
Invoice Date:
 Billing Period: (To)

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

**I certify that the materials
 have been received by me in
 the quality and quantity specified**

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

EXHIBIT Q

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-21-1955-EMR-3

CONTRACT OR TASK TITLE: Rancho Mission Canyon Storm Drain Replacement

CONTRACTOR: Orion Construction Corporation

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include bonds, permits, WPCP Development, engineering design development of plans through final stamped signed plans. Work will also include replacement of 150 LF of 36-inch CMP storm drain with 36-inch RCP, and installation a new inlet and outfall system. Slope to be restored to original grade. Preparation of as-builts record drawings after construction.	NTP	August 31,2020	\$800,000.00
2	Work to be completed in Phase 2 shall include design and implementation of revegetation plan, plant establishment period, and 25-month long-term monitoring and maintenance	September 1, 2020	June 30, 2023	\$400,000.00
Contract Total				\$1,200,000.00

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Steve Lindsay
Construction Senior Engineer

Signature: 

Date: 10/6/20

PRINT NAME: Jong Choi
Design Senior Engineer

Signature: 

Date: 10/6/20

CONTRACTOR

PRINT NAME: Richard Dowsing

Title: Orion Construction Corporation President

Signature: 

Date: 9/28/2020

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 09/28/2020 before me, Richard Gregory Newhall
(insert name and title of the officer)

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

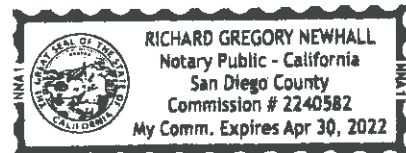
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **Orion Construction Corporation - TO BE IDENTIFIED AFTER AWARD (Contractor)**, who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Rancho Mission Canyon Storm Drain Replacement**, WBS number **B-20124**, Bid No. **K-21-1955-EMR-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Rancho Mission Canyon Storm Drain Replacement (Maintenance Requirements)**.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of Exhibit J – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2018 GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMA.
- E. **Partial Release of Payment Bond and Performance Bond.**
 - a. **Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").

- b. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
- c. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. **General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.
The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. **Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.
After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.
The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.
- 1.3. **Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25 months**. A copy of the approval form is attached as **Exhibit B**.
- 1.4. **License.** The Contractor shall hold the following licenses in good standing:
 - 1.4.1. **C-27 State Contractor's License.**
 - 1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27 State Contractor's License.**

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

1.5. Hours of Performance. The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

2.1. Contract Administrator. PUBLIC WORKS CONTRACTING (PWC) is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Engineering and Capital Projects Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.

2.2. Local Office. The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

2.3. Emergency Calls. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24-hour emergency telephone number for this purpose.

2.4. Staffing. The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.

2.5. Contractor Inspections. The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed \$400,000.00. (Contract Price).

- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
- 4.3.1** The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
 - 4.3.2** The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
 - 4.3.3** The Contractor has provided a final work summary report to the City.
 - 4.3.4** The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

- 5.1. Contract Bonds.** Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:
- 5.1.1.** A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid and shall otherwise comply with the California Civil Code.
 - 5.1.2.** A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.
- 5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.
- The Contractor shall not begin the Work under this LTMMA until they have complied with the following:
- 5.2.1.** Obtain insurance certificates reflecting evidence of insurance:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.

- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Engineering and Capital Projects Department Director pursuant to the emergency contract provisions of City Charter authorizing such execution, and by Contractor.

Dated this 4th day of November, INSERT YEAR.

THE CITY OF SAN DIEGO

By: 
Mayor or designee

I HEREBY CERTIFY I can legally bind Orion Construction Corporation and that I have read this entire contract, this 25th day of September, 2020.

By: 

Printed Name: Richard Dowsing

Title: President of Orion Construction Corporation

I HEREBY APPROVE the form of the foregoing Contract this

5th day November of 2020.

Mara W. Elliott, City Attorney

By: 

Printed Name: Mark W. Hecce
Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Notary Public

On 09/25/2020 before me, Richard Gregory Newhall
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

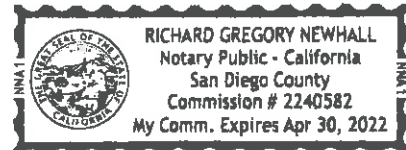


EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on project location map (Exhibit M).
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).

- b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
 - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
 - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;

- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passageways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

C. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

- 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
- 3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

- D. Fertilization.** The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.
1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
 2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
 3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
 4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal.** The Contractor shall completely remove weeds from the Re-vegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.
- F. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired, and the cost shall be deducted from Contractor's monthly payment.

G. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

H. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

- J. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook.**
- K. Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: A549309

Name of License Holder: Orion Construction Corporation

Expiration Date: 11/30/2020

City of San Diego Business License Number: B1992002970

Expiration Date: 03/21/2021

EXHIBIT S
SCOPE OF WORK

EXHIBIT S

SCOPE OF WORK

- 1. SCOPE OF WORK:** The Work consists of but is not limited to the replacement of 150 linear feet of 36-inch CMP storm drain with 36-RCP located next to 6170 Cabaret St San Diego, CA 92120. Work will also include restoration of approximately 3,000 square feet of adjacent slope that eroded and formed a gully when storm drain failed. Contractor will procure consultants to provide Civil and Geotechnical services necessary to complete the required work for Design and Construction Support of the Rancho Mission Canyon Storm Drain Emergency Replacement, herein referred to as the Project. Harris & Associates to be retained as Engineer of Record to perform civil design services. Design will be completed within 88 working days.

- 1.1. System Hydraulics Evaluation & Design:** Consultant will prepare design plans and specifications for construction. The designer of record will also prepare an evaluation of the current hydrology and drainage area to confirm any design modifications to the existing storm drain system. The new storm drain pipe sizes must be in accordance with City of San Diego Drainage Design Manual, dated 2017.

Deliverables: Final plans and specifications signed by the engineer of record.

- 1.2. Geotechnical Evaluation:** Consultant will perform a geotechnical investigation to assess existing conditions at the site and provide geotechnical information to be used in project design. All necessary site investigations, such as field density tests and laboratory tests of fill & backfill materials, will be performed. Designer shall provide a recommendation on how to repair the failed slope.

Deliverables: The deliverables for this task will be a geotechnical report.

- 1.3. Project Close Out & As-Builts:** Consultant to provide as-built plans, supporting documents, and project files to the City as requested.

Deliverables: The deliverables for this task as-built drawings and other documents final consultant documents shall be delivered four weeks after project completion.

- 2. ESTIMATED CONSTRUCTION COST:** The construction cost for this project is Not-to-exceed: **\$1,200,000.00**

- 3. LOCATION OF WORK:** The location of the Work is as follows:

6170 Cabaret St San Diego, CA 92120

CONTRACT TIME: The Work including the Plant Establishment Period shall be completed within **220 Working Days** from the date of issuance of the Notice to Proceed, which includes 88 Working Days for the Design to be completed. Design can be completed concurrent with construction.