



**THE CITY OF SAN DIEGO**

**M E M O R A N D U M**

**DATE:** January 3, 2025

**TO:** Honorable Council President Joe LaCava and Members of the City Council

**FROM:** Rania Amen, Acting Deputy Chief Operating Officer

**SUBJECT:** Sole Source Agreement for Chollas Material Bins Emergency Project

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Pursuant to San Diego Municipal Code (SDMC) §22.3108 (a) (1), "Exceptions to Advertisement and Competitive Award of Public Works Contracts," I am hereby notifying you of the sole source selection and forthcoming emergency contract for construction and infrastructure repair of the subject project.

During the heavy rains of the 2022-2023 winter rainy season, a sinkhole developed in front of and beneath the material bins located at the Chollas Operations Yard within the Navajo Community in Council District 7. This exacerbated differential settlement under the concrete structure, leading to the failure of the concrete slab, walls, and roof over the bins. The sinkhole was subsequently filled, and the area was isolated to prohibit access. The material bins are used to store various types of fill material for pipeline work.

In August 2023, Public Utility Department (PUD) staff observed further land settlement and white gaseous vapors emanating from the original sinkhole. This was reported to the Environmental Services Department (ESD), which promptly investigated the site. During the investigation, the atmosphere was monitored for methane, oxygen, and carbon monoxide, revealing a hazardous atmosphere where gas was escaping from the ground. PUD and ESD staff, in coordination with the Landfill Enforcement Agency (LEA), placed temporary fill material over the gas escape site to mitigate the release. The material bins are located adjacent to ESD property at the Chollas Operations Yard.

Further failure of the material bins could affect an adjacent flare that collects and destroys landfill gases at the Chollas Operations Yard, potentially leading to the release of these gases. Additionally, there are power lines near the bins that could also be impacted, as well as ESD's staff trailer.

These urgent repairs are critical to maintaining services essential to public health, safety, and welfare. Given the scope and urgency of the required repairs, the necessary work is beyond the capabilities of City staff. Therefore, this project has been designated as an emergency and a sole source contract has been approved.

The selected contractor is **Orion Construction Corporation**, and the estimated cost of the project is **\$1,500,000** plus City costs and contingency for unforeseen conditions. The final award amount will be presented to Council upon ratification request of the emergency contract. Capital Improvement Project (CIP) change orders valued at \$500,000 or more or Operations & Maintenance (O&M) change orders valued at \$200,000 or more for construction will be presented to Council for approval, per SDMC §22.3018.

Included with this memorandum is the Declaration of Emergency from the City Engineer, certifying that the subject project meets the criteria of an emergency as defined in SDMC §22.3108 (Enclosure 1).

The Director of Purchasing & Contracting has reviewed the Declaration of Emergency, supporting documentation, and the Request for Sole Source Certification (Enclosure 2) and certifies the request to sole source is in accordance with SDMC §22.3016(a).

If there are technical questions regarding this project, please contact Elif Cetin, Acting Director and City Engineer, at (619) 533-3794 or [ECetin@sandiego.gov](mailto:ECetin@sandiego.gov). For contractual questions, please contact Claudia C. Abarca, Director, at (619) 236-5921 or [CAbarca@sandiego.gov](mailto:CAbarca@sandiego.gov).



Rania Amen  
Acting Deputy Chief Operating Officer

- Enclosures: 1. Memorandum from Luis Schaar to Claudia C. Abarca, dated September 10, 2024  
2. Sole Source Certification Approval

cc: Honorable Mayor Todd Gloria  
Honorable City Attorney Heather Ferbert  
Paola Avila, Chief of Staff, Office of the Mayor  
Eric K. Dargan, Chief Operating Officer  
Charles Modica, Independent Budget Analyst  
Matthew Vespi, Chief Financial Officer  
Scott Wahl, Chief, Police Department  
Robert Logan, Chief, Fire-Rescue Department  
Kris McFadden, Deputy Chief Operating Officer  
Kristina Peralta, Deputy Chief Operating Officer  
Casey Smith, Deputy Chief Operating Officer  
Christiana Gauger, Chief Compliance Officer  
Matt Yagyagan, Director of Policy, Office of the Mayor  
Javier Gomez, Senior Policy Advisor and Council Affairs, Office of the Mayor  
Claudia C. Abarca, Director, Purchasing & Contracting  
Kirby Brady, Interim Director, Environmental Services Department  
Elif Cetin, Acting Director, Engineering & Capital Projects  
Rolando Charvel, Director & City Comptroller, Department of Finance  
Angela Colton, Director, Risk Management Department  
Juan Guerreiro, Director, Public Utilities Department

Lisa M. Celaya, Executive Assistant Director, Public Utilities Department  
Matthew Cleary, Assistant Director, Environmental Services Department  
Drew Kleis, Assistant Director, Public Utilities Department  
Luis Schaar, Assistant Director, Engineering & Capital Projects  
James Hay, Deputy Director, Environmental Services Department  
Keli Balo, Deputy Director, Public Utilities Department  
Berric Doringo, Deputy Director, Purchasing and Contracting  
George Ghossain, Deputy Director, Engineering & Capital Projects  
Michael Rosenberg, Deputy Director, Public Utilities Department  
William Curcio, Assistant Deputy Director, Public Utilities Department  
Luis Campos, Senior Civil Engineer, Environmental Services Department  
Laila Nasrawi, Senior Civil Engineer, Public Utilities Department  
Tung Phung, Senior Civil Engineer, Public Utilities Department  
Louis Schultz, Senior Civil Engineer, Engineering & Capital Projects  
Stephen Samara, Principal Contract Specialist, Purchasing & Contracting  
Joseph Barhoumi, Associate Civil Engineer, Environmental Services Department  
Shawn Krause, Associate Engineer-Civil, Engineering & Capital Projects  
Jeff Navarrete, Associate Engineer, Public Utilities 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.:** (760) 597-9661  
**CITY CONTACT:** Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@sandiego.gov](mailto:BFriedenreic@sandiego.gov)  
Phone No. (619) 533-3104  
S. Krause / C. Cornelio / R. Sigston

## CONTRACT DOCUMENTS



## FOR

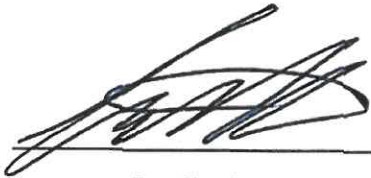
## EMERGENCY DESIGN AND CONSTRUCTION SERVICES FOR: E&CP EMER DECLAR. FOR BIN MATERIALS

### VOLUME 1 OF 1

RFQ NO.: K-22-1985-RFQ-3  
BID NO.: K-25-2375-EMR-3  
SAP NO. (WBS/IO/CC): 21005771  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 4  
PROJECT TYPE: BS

**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

\_\_\_\_\_ 12/20/24

Date

Seal:



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**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 the demolition of **E&CP Emer Declar. for Bin Materials**. The Work consists of but is not limited to demolishing the material storage bins located at the City's Chollas Yard. This will also include regrading due to a sinkhole. Contractor will procure a civil and surveying consultant to provide Design and Construction Support services necessary to complete the required work for the project.
- 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 GREENBOOK.
- 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 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 Equal Opportunity Contracting Program included in this document and **Exhibit K - 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 shall be completed within **340 Working Days** from the date of issuance of the Notice to Proceed. Design shall be completed concurrent with construction.
5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$1,500,000.00**. 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 Prevailing Wage Unit at [PWDPrevailingWage@sandiego.gov](mailto:PWDPrevailingWage@sandiego.gov).
- 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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD032324-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></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.
- 12. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to The GREENBOOK, 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 Purchasing & Contracting Department, Public Works Division, 1200 3rd Ave., Suite 200, MS 56P, 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**, 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 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 **E&CP EMER DECLAR. FOR BIN MATERIALS**, Bid No. **K-25-2375-EMR-3**, in the amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,00.00) 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-22-1985-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:



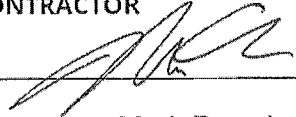
## AGREEMENT

- 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 2021 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2021 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 Equal Opportunity Contracting Program included in this document.
- 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 594 authorizing such execution, and by the Contractor.

**CONTRACTOR**

By: 

Print Name: Mark Dowsing

Title: President

Date: 1/16/25

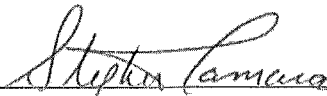
City of San Diego License No.: 731286

State Contractor's License No.: 549309

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000013800

**THE CITY OF SAN DIEGO**

APPROVED AS TO FORM  
Heather Ferbert, City Attorney

By: 

By: 

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Dept.

Print Name: Bonny Hsu  
Deputy City Attorney

Date: 2/26/2025

Date: 2/27/25

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

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**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 Five Hundred Dollars and Zero Cents (\$1,500,000.00)** for the faithful performance of the annexed contract, and in the sum of **One Million Five Hundred Dollars and Zero Cents (\$1,500,000.00)** 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)

**CONTRACTOR**

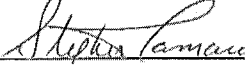
Orlon Construction Corporation

By: 

Print Name: Mark Dowsing, President

Date: 1/16/25

**THE CITY OF SAN DIEGO**

By: 

Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Dept.

Date: 2/26/2025

**SURETY**

Western Surety Company

By: 

Print Name: Lawrence F. McMahon  
Attorney-In-Fact

Date: January 6, 2025

1455 Frazee Road, Suite 300, San Diego, CA 92108

Local Address of Surety

(619) 682-3510

Local Phone Number of Surety

\$14,760.00 \*

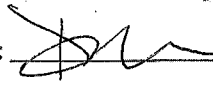
Premium  
\* Subject to adjustment based on final contract price

30237271

Bond Number

**APPROVED AS TO FORM**

Heather Ferbert, City Attorney

By: 

Print Name: Donny Hen  
Deputy City Attorney

Date: 2/27/25

**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 JAN 06 2025 before me, Maria Guise, Notary Public,  
Date Here Insert Name and Title of the Officer

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/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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Surety Company

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  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, Janice Martin, Christopher J Conte, Lilia De Loera, 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 16th day of July, 2021.



WESTERN SURETY COMPANY

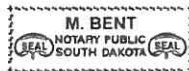
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of July, 2021, 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  
March 2, 2026



*M. Bent*

M. Bent, 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 6th day of January, 2025



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**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.



## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

1. This document sets forth the following specifications:
  - a) The City's general EOCP requirements for all Construction Contracts.
  - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

#### B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

#### C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
  - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.

- b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

**E.**

**EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
  - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
  - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
  - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy

Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or it's duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

- iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
  - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
  - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
  - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

**I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's



interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

**K. CERTIFICATION.**

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
  - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
  - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
  - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
  - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.

- e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

**L. CONTRACT RECORDS AND REPORTS.**

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 10<sup>th</sup> 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.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**  
SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

**THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.**

**A. GENERAL.**

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:  
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:  
<http://www.sandiego.gov/eoc/programs/slbe>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

**B. DEFINITIONS.**

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

**C. SUBCONTRACTOR PARTICIPATION.**

1. For the purpose of satisfying subcontracting participation requirements, only 1<sup>st</sup> tier SLBE-ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
  - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
  - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
  - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
    - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
    - ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a

firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.

- iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 – List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
  - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.
  - iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
  - iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE.

The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.

- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
  - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.

- e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
  - a) Detailed explanation of the financial contribution for each partner.
  - b) List of personnel and equipment used by each partner.
  - c) Detailed breakdown of the responsibilities of each partner.
  - d) Explanation of how the profits and losses will be distributed.
  - e) Description of the bonding capacity of each partner.
  - f) Management or incentive fees available for any one of the partners (if any).
4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single



trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.

6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
  - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
  - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
  - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
  - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested

Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal "Six Good Faith Efforts" model.

2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City's Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
  - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
  - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
  - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
  - e) Use the services and assistance of the City's EOC Office and the SLBE-ELBE Directory.
  - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

**H. GOOD FAITH EFFORT DOCUMENTATION.**

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL." The instructions for completing the good faith effort submittal can be found on the City's website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbefgeinst.pdf>

**I. SUBCONTRACTOR SUBSTITUTION.**

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

**J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including

assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

**K. RESOURCES.**

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:

<http://www.sandiego.gov/eoc/programs/slbe>

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**EXHIBIT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

## CONTRACTOR CERTIFICATION

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### 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

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### 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

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### 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**

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**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**

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)**

## CONTRACTOR CERTIFICATION

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### **IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE**

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Exhibit R In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

**EXHIBIT F**

**PRODUCT ENDORSEMENT**

## CONTRACTOR CERTIFICATION

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### PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**EXHIBIT G**

**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:

**E&CP Emer Declar. for Bin Materials**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-25-2375-EMR-3**; SAP No. (IO) **21005771**; 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 H**

**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 I**

**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 Mark Dowsing Title President

Name



Signature

Date 1/16/25

**USE ADDITIONAL FORMS AS NECESSARY**

**EXHIBIT J**

**MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
Orion Construction Corporation			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
2185 La Mirada Drive	Vista	California	92081
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
Mark 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.

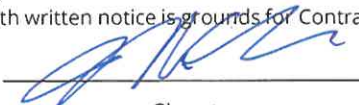
<b>Name</b>	<b>Title/Position</b>
Richard Dowsing	Chief Executive Officer
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
Encinitas, CA	
<b>Interest in the transaction</b>	
100%	

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

### \* 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.

Mark Dowsing, President



11/6/25

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 K**

**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 <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultants</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	1000004481	697063	Geotech	T&M	OBE	CA	N/A
Name: <u>Brewer Crane, LLC.</u> Address: <u>12570 Highway 67</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 390-8252</u> Email: <u>pete@brewercrane.com</u>	Constructor	1000054471	1033838	Crane Services	\$30,800.00	OBE	DE	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.**

Form AA35 - List of Subcontractors

### 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 <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>Balboa Construction, Inc.</u> Address: <u>2647 Gateway Road, Suite 105 #395</u> City: <u>Carlsbad</u> State: <u>CA</u> Zip: <u>92009</u> Phone: <u>(760) 598-2160</u> Email: _____	Constructor		731286		TBD		CA	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.**

Form AA35 – List of Subcontractors

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES <b>(MUST BE FILLED OUT)</b>	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____		<b>N/A</b>				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ⓐ 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 |  |         |

- ⓑ 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.**

Form AA40 - Named Equipment/Material Supplier List

**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</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, 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	Chief Executive Officer
Mark Dowsing	President
Nicole Dowsing	Chief Financial Officer

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-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.

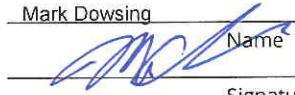
The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- 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 Mark Dowsing Title President  
 Name \_\_\_\_\_ Date 11/6/25  
 Signature \_\_\_\_\_

**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 Geotechnical & Environmental Sciences Consultants	Avram Ninyo- Principal

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Brewer Crane, LLC.	Victoria Broussard- Operations Specialist

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Balboa Construction, Inc.	Fia Dowsing - President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Orion Construction Corporation

Certified By Mark Dowsing Title President

Name  
  
 Signature

Date 11/6/25

**\*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: CA 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

(Firm Name)

San Diego

CA

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14 day of January, 2025

(Authorized Signature)

Alejandro Escalona

(Print Authorized Signature Name)

**WORK FORCE REPORT - Page 2**

NAME OF FIRM: Orion Construction Corporation DATE: 01/14/2025

OFFICE(S) or BRANCH(ES): 2185 La Mirada Drive, Vista, CA 92081 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	1						3		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

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

Totals Each Column					1	1						3		
--------------------	--	--	--	--	---	---	--	--	--	--	--	---	--	--

**Grand Total All Employees** 5

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: 01/14/2025

OFFICE(S) or BRANCH(ES): 2185 La Mirada Drive, Vista, CA 92081

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

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			40	1							15			
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators			17								14			
Painters, Const. & Maintenance														
Pipelayers, 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			57	1							29			
--------------------	--	--	----	---	--	--	--	--	--	--	----	--	--	--

**Grand Total All Employees** 87

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

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



## Work Force Report

### 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 Report<sup>1</sup>. 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 county<sup>2</sup>. 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<sup>1-3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

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

<sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases

<sup>2</sup> Branch Work Force \*

<sup>3</sup> 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.

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**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**

Brickmasons and Blockmasons  
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**

Brickmasons, Blockmasons, and Tile and Marble  
Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, 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

#### **Pipelayers and Plumbers**

Pipelayers  
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, Solderers and Brazers  
Welding, Soldering and Brazing Machine Setter,  
Operators and Tenders

#### **Workers, Extractive Crafts, Miners**

**EXHIBIT L**

**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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.
  - b) General Provisions (B) for Design-Build and Multiple Award Construction Contracts.

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

**1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK":

To Item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To Item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours:** Normal Working Hours shall be **7:00 AM to 4:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

### SECTION 2 - SCOPE OF THE WORK

**2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. You shall obtain the following permits:
  - a) Air Pollution Control Board Application

**2-8 EXTRA WORK.** To subsection "2", DELETE in its entirety and SUBSTITUTE with the following:

2. Compensation for "Time-and-Material" emergency Contracts:
  - a. Standardize labor rates for emergency projects shall be paid at California State prevailing wage rates plus 50% total markup.
    - i. The 50% total markup shall include all profit, overhead, fringe benefits, and any other labor surcharge.

- ii. Hourly rate for Foreman shall be determined from California State prevailing wage rate for Operator Group 8 plus \$10/hr.
  - iii. Hourly rate for Superintendent shall be determined by adding 15% to the Foreman's hourly rate.
  - iv. Hourly rate for Project Manager shall be determined by adding 15% to the Superintendent hourly rate.
  - v. Subcontractor specialty work that has been identified as an overwhelming majority of the contract value and approved by the City, at the City's sole discretion, prior to commencement of said work shall be allowed a 10% markup by the prime contractor.
- b. The contractor shall submit summary of work associated with the invoiced hours for the Project Manager for Resident Engineer's verification of work done off site.
  - c. Trucks associated with transporting tools and equipment, such as foreman and superintendent, shall be compensated per Caltrans Equipment Rental Rates.
    - i. Cost associated with any vehicle for transportation of personnel shall not be compensated.

**SECTION 3 – CONTROL OF THE WORK**

**3-7.6.1 Use of Computer Aided Drafting and Design.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

- 1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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

**3-10 SURVEYING (DESIGN-BUILD).**

**3-10.1 General.**

- 1. You shall provide all required site layout not specified in this section.
- 2. Unless surveying services are provided by the City, only the Design Firm, not the Contractor, shall be allowed to hire a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California to provide all surveying services needed for the design, and if requested by the City, also for the construction activities required for the completion of the Project. Surveying services include, but are not limited to: land, aerial, topographic and construction.

3. If requested by the City, the Design Firm shall submit a letter to the City's Project Manager identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design and/or construction phase survey services for the Project.
4. Where applicable, notify the City in writing at least 2 Working Days prior to requesting survey services to be provided by the City.
5. The Design Firm is responsible for performing and meeting the accuracy of surveying standards adequate for design and construction through the Design Firm's Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
6. All Survey Services deliverables shall be submitted per the City's CADD Standards and pertinent Engineering & Capital Projects Department Engineering Deliverable specifications.  
<https://www.sandiego.gov/ecp/edocref/drawings>
7. All Survey Services and deliverables which reveal non-compliance with the requirements of the Construction Documents and standards shall be corrected as deemed necessary by the City at the Design-Builder's expense.
8. Where Survey Services are provided by the City, all construction survey stakes, control points, and other survey related marks 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 the Design-Builder's expense.
9. The City's Land Survey Section (LSS) shall be notified a minimum of 2 Working Days (large projects may require more) before any ground is to be disturbed within the City of San Diego (concrete, asphalt, or dirt). The LSS may need to inspect the site and provide monumentation information.

### **3-10.2 Monument Perpetuation.**

1. Monument Perpetuation, including mark-outs, will be performed by the City Public Works Engineering Support & Technical Services Division's (ES&TS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
2. 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.

### **3-10.3 Line and Grade.**

1. The Work shall conform to the lines, elevations, and grades shown on the Plans. Three consecutive points set on the same slope shall be used together



so that any variation from a straight grade can be detected. Any such variation shall be reported to the City's PM. In the absence of such report, the Surveyor shall be responsible for any error in the grade of the Work.

2. Grades for underground conduits will be set at the surface of the ground. The Design-Builder shall transfer them to the bottom of the trench.

#### **3-10.4 Topographic and Monument Survey – Preliminary Design.**

1. Topographic field survey shall include all existing ground surface topography, fencing, hardscape, utilities, roadway surface, and curb returns within the delineated mapping limit. Monument survey shall include the sufficient collection of existing record survey monuments to perform right-of-way (ROW) analysis along within subject mapping limits.
2. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).

<https://www.nspss.com/page/ALTANSPPStandards>

3. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per Record of Survey Map No. 14492 (ROS 14492). It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius. Horizontal control measurements shall be collected in conformance with the local standard of practice.
4. Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
5. All topographic field survey data shall be collected using conventional survey methods utilizing total station instrumentation.
6. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet as provided indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Data collected as points and break lines to define a proper DTM if requested outside of aerial mapping.
    - ii. Includes utilities collected on surface as required.

- iii. Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
  - iv. Includes record monument points.
  - v. Data collector project files.
  - vi. Raw (unedited) data file.
  - vii. Project file.
  - viii. Point comma delimited text file formatted.
- c) Topography.
- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) of all field collected survey points.
    - The contours produced from the surface digital terrain model (dtm) shall meet or exceed ASPRS 90 standards where 68% ( $1\sigma$ ) of the contours tested fall within  $1/3$  contour interval. Any point tested that is more than  $3\sigma$  out shall be regarded as a blunder. These standards closely parallel the familiar National Map Accuracy Standards.
- d) Records Research.
- i. All public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
    - City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
    - After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Survey Monument Measurements.
- i. All found monuments located within, or near, the survey limits shall be searched and measured. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. block corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described with details as to what was found along with identifying number.

### 3-10.5

#### **Monument Search, Field Boundary Survey and Boundary Analysis – Right-of-Way (ROW) Mapping.**

1. The monument survey, for each designated site, shall be of sufficient coverage and quality for a Right-of-Way boundary analysis performed and provided in conformance with City CADD standards.
2. Surveyor shall deliver to the City all requested survey information and CADD data, as specified below, upon completion of the Monument Survey and Boundary Analysis.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).  
<https://www.nsps.us.com/page/ALTANSPPStandards>
4. Field monument survey to be performed and provided in conformance with City CADD standards.
5. Field Measurements shall be collected in conformance the local standard of practice.
6. Horizontal Control shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet units, per City of San Diego Record of Survey Map No. 14492 (ROS 14492). All Project survey control shall be based upon field-tied measurements to a Horizontal First Order monument as shown on ROS 14492. Where existing First Order monument cannot be recovered or located within a 3-mile radial distance from the project site a Horizontal Second-Order Monument may be used as Project survey basis. The Project vertical control datum shall be based on NGVD29 per benchmarks identified in the City of San Diego Vertical Control Bench Book (Bench Book). All Project benchmarks shall be selected from a common Bench Book source group:
  - a) Benchmarks with elevations updated per U.S.C.G.S adjustment of 1970, identified with an asterisk (\*).
  - b) Benchmarks not adjusted per the 1970 adjusted values (non-asterisked identifiers).
7. Deliverables.
  - a) Horizontal and Vertical Control.
    - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey.
  - b) Field Data.
    - i. Complete, Correct CADD file in conformance with City CADD Standards and industry standards.
      - Includes Horizontal control points from ROS 14492 used to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
      - Includes Monument points covering the area of work.

- ii. Data collector project files.
  - Raw (unedited) data file.
  - Project file.
  - Point comma delimited text file.
- c) Records Research.
  - i. If requested, all public or private records acquired to determine the City's ROW in the project area delivered in digital or hardcopy format with any markups and City Records as acquired.
  - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
- d) Boundary Ties
  - i. All monuments within the survey limits shall be searched and tied if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be tied (i.e. Block Corners, Points of Curve etc.) to the next available survey monument past the survey limits.
    - All Monuments found shall be described details as to what was found along with identifying number.

**3-10.6 Field Monument Survey and Topographic Utility Survey.**

1. The right-of-way monumentation survey data shall be provided to the City.
2. Surveyor shall perform a right-of-way monument survey and existing utility survey (locating feature centers). Surveyor shall also collect ground surface topography over any aerial obscured areas.
3. Unless otherwise specified, the Land Surveyor shall adhere to Section 3 of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (Effective February 23, 2016).  
<https://www.nspss.com/page/ALTANSPPStandards>
4. Field Measurements shall be collected in conformance with the local standard of practice.
5. Project Horizontal and Vertical Control.
  - a) The Horizontal and Vertical Control for this project shall be based on the same datum, basis of bearing, calibration and benchmark as used for the Aerial Survey.

- b) Horizontal Control Shall be based on the CCS83 Zone 6, 1991.35 epoch, U.S. Survey Feet per ROS 14492. It is required to tie into a first order monument per ROS 14492 unless a first order monument no longer exists within a three mile radius.
- c) Vertical Control shall be based on NGVD29 per benchmarks in the City of San Diego Bench Book. Non 1970 adjusted and 1970 adjusted benchmarks listed with an asterisk (\*) in the City Benchmark book are not to be used together for Vertical Control – common adjustment sets are to be used.
- d) If adjacent City projects have been found and are included in the research packages, measurements to a minimum of 3 common control or ROW points shall be made for evaluation and consistency between projects. These projects can be used for establishing common horizontal or vertical control, joining or adding to existing data, and/or as an inventory of survey monuments for search purposes.

6. Deliverables.

- a) Horizontal and Vertical Control.
  - i. Completed Calibration sheet indicating the monuments used to establish the Basis of Bearings and Vertical Benchmark held to control this survey. The horizontal and vertical control shall be set by the Surveyor that's issued the first Notice to Proceed.
- b) Field Data.
  - i. Data collected as points and break lines to define a proper DTM beyond the identified mapping limits if requested.
  - ii. Include utilities collected on surface as required.
  - iii. Include horizontal control points from ROS 14492 to define the Basis of Bearings and Vertical control Benchmark(s) to establish elevation.
  - iv. Include Monument points covering the area of work.
  - v. Data collector project files.
    - Raw (unedited) data file.
    - Project file.
    - Point data text file in "comma delimited format".
  - vi. CADD File.
    - A digital design file displaying all field work, existing right-of-way monuments, and utility feature data per City CADD standards. The design file shall be complete, correct, and free of duplicate elements.

- The following data shall be included in the electronic mapping file: Name of Design/Engineering Firm and/or Surveyor doing the project, Company Logo (if available), Name of project, Work order number, Date & Scale.
  - Include right-of-way monument elements.
  - Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- c) Topography
- i. Create and deliver a complete ASCII coordinate list (.txt/.doc etc.) as a result of the geometry report of the final .ALG file.
  - ii. Use appropriate levels and attributes for all elements to meet City of San Diego CADD Standards.
- d) Records Research.
- i. If requested, all public or private records acquired to assist with right-of-way monument collection.
  - ii. City records may include but are not limited to GIS scope plots, sewer and water sheets, loose leaf survey notes, Tie Point sheets, dedication or vacation drawings, easement drawings, benchmark list, and etc.
  - iii. After initial search of City records by the Surveyor, they may request City assistance to search for hard to find records.
- e) Right-of-Way Monument Survey Locations
- i. All monuments within the survey limits shall be searched and located if found. Sufficient additional monuments to control all boundaries extending from the survey limits shall be located to facilitate LSS ROW Mapping (i.e. block corners, points of curve, and etc.).
    - All found survey monuments shall describe the character and identifying reference marks.
    - City survey notes and City drawings can be provided, as applicable.
- f) The appropriate City of San Diego cell library (V8 City existing.cel), font resource file (V8 City font.rsc), color table (V8 City color.tbl), line style (V8 City Line style.rsc), level scheme, and seed file parameters are to be used for placement of all elements in the design files, with strict adherence to "Working Units" and seed file "Global Origin". Base map level schemes are attached. A CD containing the most current version of the above seed files, cell libraries and font resource files will be provided, if needed, upon request.

### 3-10.7

#### Construction Survey/Staking.

1. Construction staking surveying shall be performed with the standards customarily adhered to by an experienced and competent land surveying firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City is required, it is understood to be general approval only and shall not relieve the Design Firm of their responsibility to comply with all applicable laws, codes, and good consulting practices.
2. Field Measurements shall comply with the local standards of practice. All construction staking with a gradient of less than 1.5% shall be performed by a total station survey instrument. Gradients less than 0.2% shall require a level run prior to construction, and all said services shall be performed by the Surveyor.
3. The following are minimum requirement guidelines for various types of staking:
  - a) Limits of work 50-foot maximum interval.
  - b) Limits of Demolition 50-foot maximum interval.
  - c) Rough grade stakes 50-foot maximum interval.
  - d) Finish grade stakes 50-foot maximum interval.
  - e) Slope staking at 50-foot maximum interval.
  - f) Contour staking @ 50-foot maximum interval.
  - g) Curb stakes with offset to face of curb, and grade to top of curb with 50-foot maximum interval.
  - h) Storm drain at 50-foot maximum interval where grade exceeds 1%.
  - i) Sewer lines at 50-foot maximum interval where grade exceeds 1%.
  - j) Water lines at 50-foot' maximum interval offset to near curb face (no grades - minimum cover).
  - k) Dry utilities at 50-foot maximum interval where grade exceeds 1%.
  - l) Construction staking involving horizontal and vertical curves shall be staked at 25-foot maximum intervals, and further densification for deltas on applicable curb returns and pipe joints.
  - m) Storm Drain inlet stakes shall be on face of curb produced, and on string line grade.
  - n) Walls staked at footing breaks, with station interval of 25-foot maximum intervals.
  - o) Buildings - offsets to outside face of wall.
  - p) Bridge abutments and bents on opposing sides.

## SECTION 4 - CONTROL OF MATERIALS

**ADD:**

**4-3.6**

**Preapproved Materials.** 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 and defense duties set forth in the Contract.

**5-4.1**

**Policies and Procedures.**

1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

**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.

**5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code

section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

#### **5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

#### **5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you.
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be

maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

**5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$3,000,000** per claim and **\$3,000,000** aggregate per policy period of one year.
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 three years after completion of the Project or termination of the 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 here.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 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.

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

**5-4.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

**5-4.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

**5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**5-4.5.4.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. premises owned, leased, controlled, or used by you.

**5-4.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

**5-4.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

- 5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- 5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.
- 5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 5-10.2.1 Public Notice by Contractor.**
1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
  2. No less than 5 and no more than 10 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 i.e., work area and any other affected areas as shown on the "Notification of Planned Water Shutdown" when you perform the Work.
  3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, 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 Engineer.
  4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. 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 and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.
9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer.
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.
17. A sample of public notices will be included in the Contract.

**SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

**6-1.1 Construction Schedule.** To the “WHITEBOOK”, ADD the following:

3. Refer to the Sample City Invoice in **Exhibit P – Sample City Invoice** and use the format shown.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption for Public Utilities Department Material Storage Bins Emergency Demolition (E&CP Emer Declar. for Bin Materials)** as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit M**.
2. Compliance with the City’s environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-9 LIQUIDATED DAMAGES.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000



**SECTION 7 – MEASUREMENT AND PAYMENT**

**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**

<b>Contract Price</b>	<b>Maximum Each Field Order Work Amount</b>
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the “WHITEBOOK” ADD the following:

5. This Contract **is not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**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 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

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

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

**EXHIBIT M**  
**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  
Engineering & Capital Projects 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 Name:** Public Utilities Department Material Storage Bins Emergency Demolition

**Project Location-Specific:** The project is located within the City Operations Yard at 2781 Caminito Chollas, San Diego, CA 92105 (APN: 477-490-07-00) within the Mid-City Communities: Eastern Area Community Planning Area (Council District 4).

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

**Description of nature and purpose of the Project:** A visual inspection of material storage bins located within the City Operations Yard revealed the development of a sinkhole undermining a structure used for storing raw construction materials. The sinkhole was caused by subsidence on the site of a former landfill.

The project will disconnect dry utility connections, demolish the existing structure, fill the sinkhole, and regrade and resurface the site. Failure to demolish the structure further increases the likelihood of flooding, injury, and impacts on surrounding property and City utility operations. The proposed work is the minimum necessary to ensure adequate operational capacity of the facility and public health and safety.

Following completion of work, all areas impacted by the emergency will be restored to their pre-impact condition to the extent feasible.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego Engineering & Capital Projects  
Contact: Eriberto J. Valdez, Jr., Senior Planner  
Phone/E-mail: (619) 533-5191 / EJValdez@sandiego.gov  
525 B Street, San Diego, CA 92101

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project: CEQA Statute Sections 21080(b)(2) and (4) and CEQA Guidelines Sections 15269(b) and (c) (Emergency Projects)
- Categorical Exemption: State type and section number [insert title]
- Statutory Exemptions: State section number

**Reasons why project is exempt:** The City of San Diego conducted an environmental review that determined the project meets the definition of an "Emergency" as defined in CEQA Guidelines Section 15359 (Emergency) as the project involves a sudden, unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate the loss of, or damage to, life, health, property, or essential public services. This emergency repair is required in order to protect public health, safety, and property and is supported by the expert opinion of the City Engineer. Thus, this emergency activity is statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(2) and CEQA Guidelines Section 15269(b) (Emergency Projects), which exempts emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to public health, safety or welfare. This activity is also statutorily exempt from CEQA pursuant to CEQA Statute Section 21080(b)(4) and CEQA Guidelines Section 15269(c) (Emergency Projects), which exempts specific actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Eriberto J. Valdez, Jr.

Telephone: (619) 533-5191

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, Deputy Director

July 17, 2024

Date

Check One:

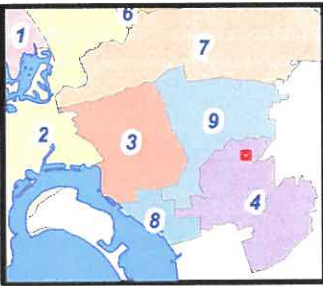
(X) Signed By Lead Agency

( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**EXHIBIT N**  
**LOCATION MAP**

**Engineering & Capital Projects**  
**Chollas Material Bins Emergency Project**  
**Location Map**



SENIOR ENGINEER  
 LOUIS SCHULTZ  
 (619) 533-5138

PROJECT MANAGER  
 SHAWN KRAUSE  
 (619) 533-5107

PROJECT ENGINEER  
 JASON GONZALEZ  
 (619) 533-7492

FOR QUESTIONS ABOUT THIS PROJECT  
 Call: (619) 533-4207  
 Email: [engineering@sanidiego.gov](mailto:engineering@sanidiego.gov)



**Legend**

 Project Site Location



COMMUNITY NAME: City Heights  
 Date: 10/14/2024

COUNCIL DISTRICT: 4



IO: 21005771

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**EXHIBIT O**

**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

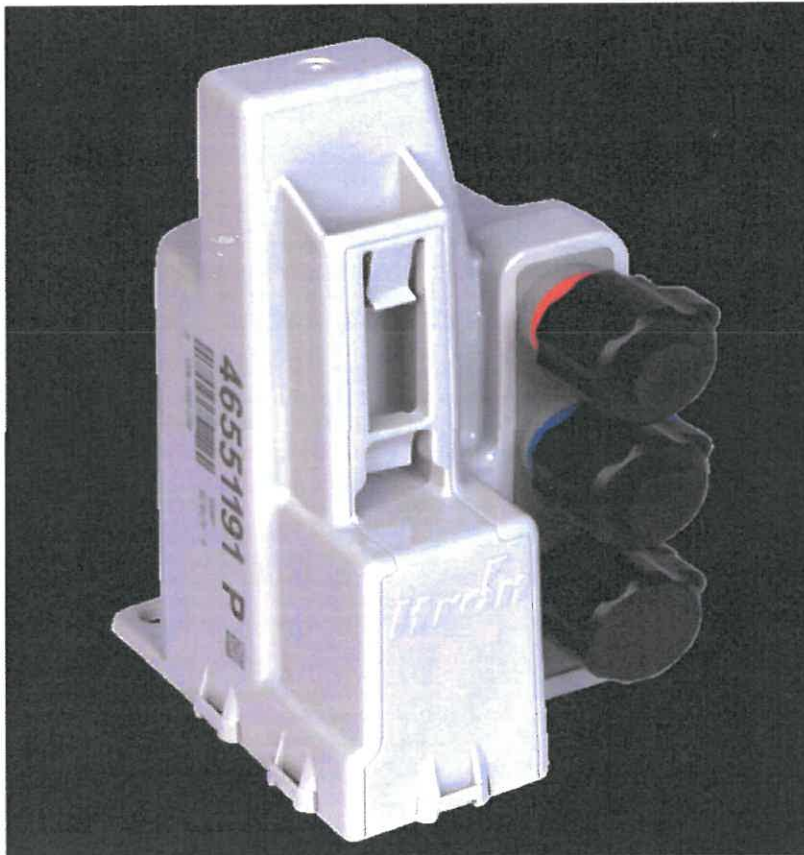
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 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**



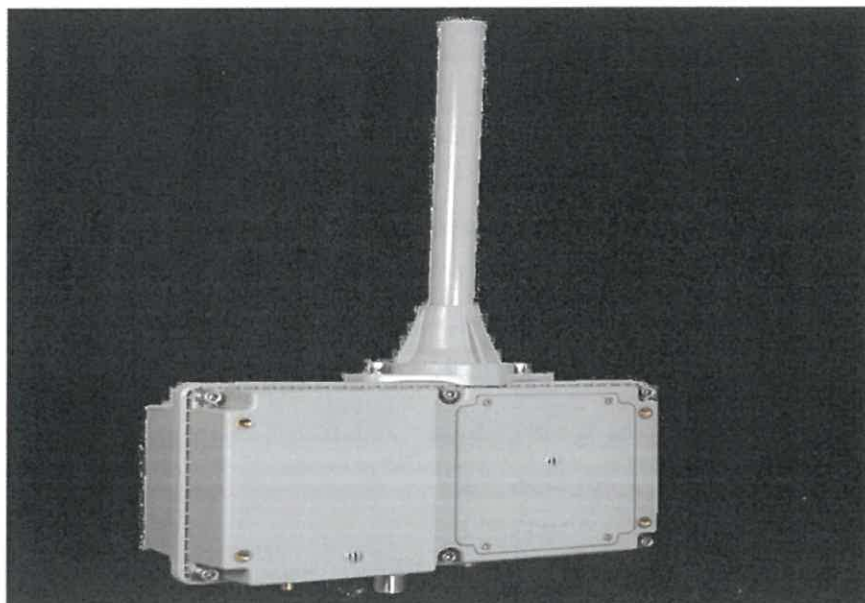


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



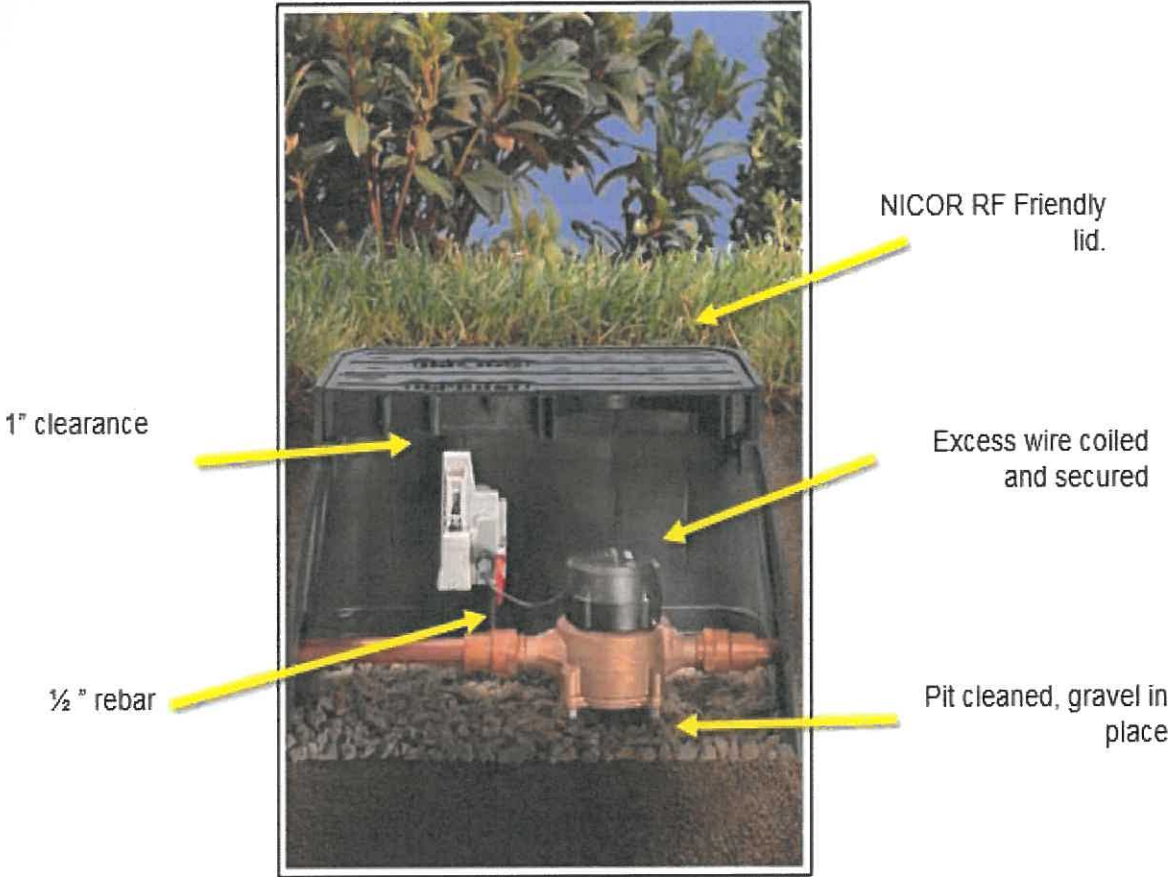
Network Devices, see Photo 3:

**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**

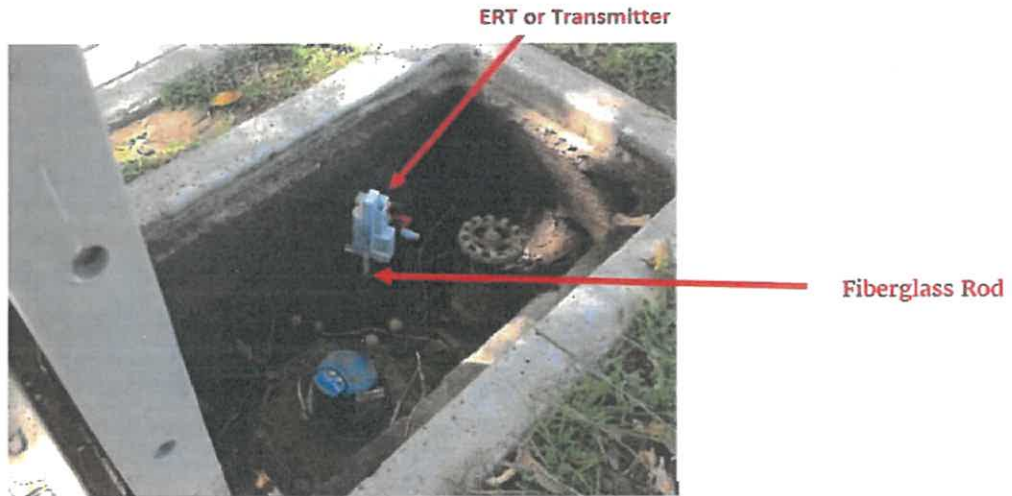
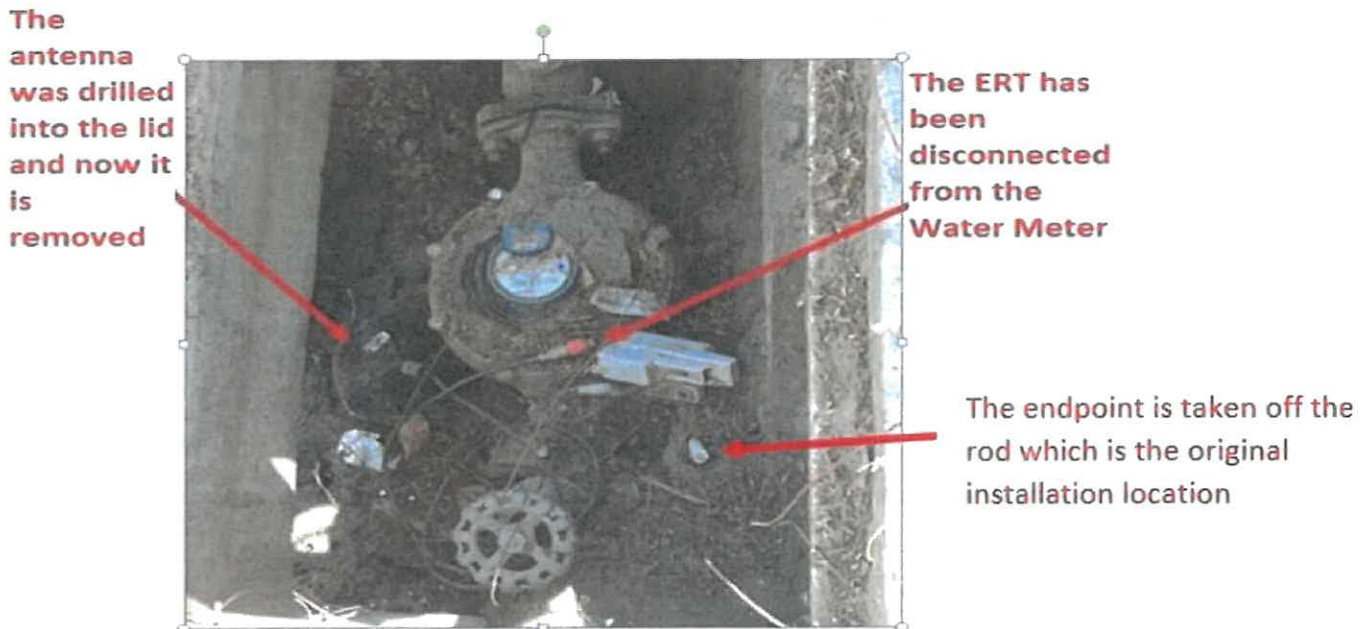


Photo 6 below is an example of disturbance that shall be avoided:

**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:

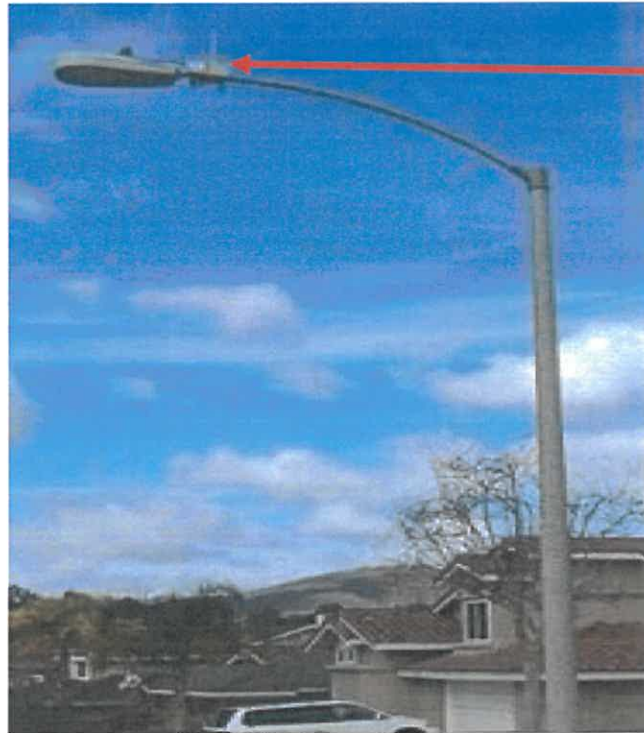
**Photo 7**



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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.**

Rev. 9.11.2023

**EXHIBIT P**

**SAMPLE CITY INVOICE**



**EXHIBIT Q**  
**SCOPE OF WORK**



## SCOPE OF WORK

1. **SCOPE OF WORK:** The Work consists of but is not limited to demolishing the material storage bins located at the City's Chollas Yard due to sinkhole. This will also include regrading to ensure proper drainage.
2. **ESTIMATED CONSTRUCTION COST:** The construction cost for this project is Not-to-exceed: **\$1,500,000.00.**
3. **LOCATION OF WORK:** The location of the Work is as follows:  
The project site is located on the southeast side of the Chollas Operations Yard at **2781 Caminito Chollas, San Diego, CA 92105.**
4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be completed within **340 Working Days** from the date of issuance of the Notice to Proceed. Design can be completed concurrent with construction.

**EXHIBIT R**

**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)  
COMPLIANCE (CARB)**

## EXHIBIT R

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
  2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
  3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
  2. The address or a description of the specific location of the emergency;
  3. The dates on which the emergency operations were performed; and
  4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email [dieselcomplaints@arb.ca.gov](mailto:dieselcomplaints@arb.ca.gov), for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

**EXHIBIT S**  
**CONTRACTOR'S NOTES**



**CALIFORNIA**  
AIR RESOURCES BOARD

**Certificate of Reported Compliance With:**

Advanced Clean Fleets Regulation

Truck and Bus Regulation

**Issued to:**

Orion Construction

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2025**

*Jack Kitowski*

Jack Kitowski  
Division Chief, Mobile Source Control  
Division California Air Resources Board

Printed on 2025-01-07

20 Vehicles

TRUCRS Fleet Identification

36572

To verify the authenticity of this certificate, visit  
[www.arb.ca.gov/msprog/onrdiesel/tblookup.php](http://www.arb.ca.gov/msprog/onrdiesel/tblookup.php)



DOORS Home | Message Center | Other Tools | e-ROAR | RD Affirmation

Hi Mark, [Log Out](#)

Owner Information | Vehicle & Engine | VDECS | **Compliance Snapshot** | Engine Repower | Low-Use | Agricultural | Vehicle Funding | Non Standard Engine | Non Diesel Engine | Long-Term Rental | Tier Phase-out Delay

DOORS ID: 1913

Company Name: ORION CONSTRUCTION CORPORATION

Fleet Type: Off-Road Diesel

-- DOORS Disclaimer --

System Error. Please try again later 1  
or contact DOORS hotline: 1(877) 59-DOORS or doors@arb.ca.gov.

## Fleet Compliance Snapshot

As of Today (January 16, 2025)

**Your fleet, as currently reported, has met the off-road regulation performance requirements through the January 1, 2026 compliance date. See the Compliance Summary table below for details.**

**The Tier Phase Out and Renewable Diesel requirements may also apply to your fleet.**

\*This determination is based on the make up of your CURRENT fleet in DOORS, which includes age and horsepower of engines, retrofits (if any), vehicles sold (credits, if any), exempt vehicles such as Low-Use (if any), subfleets (if any), and other credits (if any).

Current Fleet Statistics	
Fleet Size:	Large
Number of Vehicles:	
In Fleet Average:	76
Low-Use:	0
Exempt Not Low-Use:	0
Vehicles in Funding Contracts:	0
Vehicles in Fleet:	76
Horsepower (in fleet average):	11,505
Total Fleet Horsepower:	11,505
First Compliance Date:	January 1, 2014

\*\*\* Total family horsepower is the sum of the horsepower of any parent company, subsidiary, or other fleet related to the current fleet. Click the "Show Fleet Family" option button on the reporting home page for more information.

Fleet Target and Average Emission Rates (g/bhp-hr)												
January 1, Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Target	6.5	6.1	5.6	5.0	4.4	3.9	3.3	2.7	2.1	1.7	1.7	1.7
Average	4.7	4.5	4.3	4.2	3.9	3.2	3.1	2.7	2.0	2.0	1.6	1.6

Beyond 2023, Fleet Target Rates will no longer decrease each year, but will still be recalculated using the **final year target values** to account for changes in fleet composition.

Requirements	
Your Current Fleet Average:	1.6

To be in compliance each year, the fleet average must be lower than or equal to the fleet target, OR the fleet must meet the required BACT amount. For more information, please see the FAQs on Fleet Average and BACT.

Compliance Summary						
Compliance Date	Begin Credit	Credit Use/Expired	End Credit	In Compliance?	Compliance Method	BACT Requirement
2014-01-01	3,540	0	3,540	yes	met fleet average	na
2015-01-01	3,540	0	3,540	yes	met fleet average	na
2016-01-01	3,605	0	3,605	yes	met fleet average	na



2017-01-01	3,911	0	3,911	yes	met fleet average	na
2018-01-01	3,911	0	3,911	yes	met fleet average	na
2019-01-01	4,695	0	4,695	yes	met fleet average	na
2020-01-01	6,427	0	6,427	yes	met fleet average	na
2021-01-01	6,427	0	6,427	yes	met fleet average	na
2022-01-01	6,456	0	6,456	yes	met fleet average	na
2023-01-01*	6,574	844	5,730	yes	Credit Used	10% * 8,445 = 844
All existing BACT credits expire after the 1/1/2023 compliance date.						
2024-01-01	0	0	0	yes	met fleet average	na
2025-01-01	177	0	177	yes	met fleet average	na
2026-01-01	177	0	177	yes	met fleet average	na
2027-01-01	177	0	177	na	na	na

Recent Year Fleet Size											
Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Fleet Size	Large	Large	Large	Large	Large	Large	Large	Large	Large	Large	Large

- View Snapshot Calculation Detail
- View Sold Vehicles With No Credit
- The Early Credit FAQ provides an explanation of the early credits (which are credits 2449.1(b)13 - 18), and shows example calculations.

If you have questions about this page, please contact ARB at [doors@arb.ca.gov](mailto:doors@arb.ca.gov) or call 1(877) 59-DOORS.

[Back to Top](#) | [All ARB Contacts](#) | [A-Z Index](#)

## CONSTRUCTION STORM WATER PROTECTION NOTES

1. PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
3. LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY, LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
4. EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
5. CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
6. KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
7. THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
8. STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
9. UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-UTILITIES.
10. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

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

## CONTRACTOR'S RESPONSIBILITIES

1. TOTAL SITE DISTURBANCE AREA (ACRES) 0.31  
HYDROLOGIC UNIT/ WATERSHED PUEBLO SAN DIGO HU/SAN DIEGO BAY WATERSHED  
HYDROLOGIC SUBAREA CHOLLAS HYDROLOGIC SUB AREA - 908.22
  2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
    - WPCP  
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
    - SWPPP  
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 |
3. CONSTRUCTION SITE PRIORITY
    - ASBS  HIGH  MEDIUM  LOW

**EXHIBIT T**  
**CONTRACTOR'S COMPENSATION RATE SCHEDULE**



<b>DATE:</b> 8/12/2024		<b>PROJECT NAME:</b> South Chollas Landfill PUD Material Bunker Demolition Project	
<b>TO:</b> City of San Diego, E&CP 9573 Chesapeake Dr. San Diego, CA 92123  Attn: Louis Schultz (Senior Civil Engineer)		<b>FROM:</b> Orion Construction Corporation 2185 La Mirada Drive, Vista, CA 92081  Jake Lusnia	
Drawings or Data are Submitted: For Approval <input checked="" type="checkbox"/> For Information <input type="checkbox"/>			
Number of Copies	Drawing Number	Supplier & Subject of Submittal	Specification Section (s)
1		Orion Construction Labor and Equipment Rates	
Instructions for submittal reviewer: Please return enclosed submittal with either (a) or (b):			
(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions)		CHECK ONE This is: 1 <sup>st</sup> Submittal <input checked="" type="checkbox"/> 2 <sup>nd</sup> Submittal <input type="checkbox"/>	
(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (list deviations or attach letter):			
<b>Submittal #: 4</b>			
SUBMITTAL REMARKS:			
CONTRACT'S AUTHORIZED SIGNATURE: <i>Jake Lusnia</i>			

**2185 La Mirada Dr, Vista, CA 92024 (760) 597-9660 Phone (760) 597-9661 Fax**



**City of San Diego Emergency Project**

**South Chollas Landfill PUD Material Bunker Demolition**

**COMPENSATION RATE SCHEDULE**

ORION CONSTRUCTION			
Title/Classification	Standard Rate \$/Hour	Overtime Rate \$/Hour	Double-time Rate \$/Hour
Project Manager	\$139.63/hr	\$177.19/hr	\$214.73/hr
Project Administrator	\$85.00/hr	N/A	N/A
Superintendent	\$121.42/hr	\$182.13/hr	\$242.84/hr
Foreman	\$105.58/hr	\$158.37/hr	\$211.16/hr
Operator Group 8	In accordance with current DIR rates		
Group 1 Oiler/Grade Checker			
Truck Driver			
Laborer / Pipelayer			
Carpenter			
Mechanic			
Apprentice Operator			
Apprentice Laborer			

**Travel Time:** All travel to and from yards, material pick up, and all deliveries are applicable. Customer will be advised if additional travel time is applicable.

**Overtime Rates:** All hours outside regularly constituted shift shall be time and one half. Saturday is time and one half. Sundays and holidays shall be paid at double time. Operators, Laborers, Teamsters, Cement Masons, Electricians - first four (4) hours outside regular shift and first twelve (12) hours on Saturday is time and one-half, all additional hours at double time including holidays.

**Minimums:** Four (4) hour minimum for labor and equipment including call out and dispatch, each additional hour to be billed at individual hour basis. All craft employees excluding foremen and superintendents will be billed at DIR rates plus markup.

**Markup:** Material, subcontractors, subsistence, and outside rentals (including fuel costs), will be billed cost plus sales tax where applicable, plus mark-up of: **Labor: 50 %**, **Material: 15 %**, **Equipment: 15 %**, and **Subcontractors: 10 % for the first \$50,000 per subcontractor and 5% after that. Pre-approved (by City) specialty subcontractors shall be a markup of 10% for all project costs.**

State of California  
California State Transportation Agency

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Department of Transportation  
Division of Construction

# Labor Surcharge and Equipment Rental Rates

(Cost of Equipment Ownership)



Effective April 1, 2024 through March 31, 2025

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FOR DOUBLE-SIDED PRINTING

**USER'S GUIDE  
FOR LABOR SURCHARGE AND EQUIPMENT RENTAL RATES  
April 1, 2024 - March 31, 2025**

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:

<https://www.dot.ca.gov/programs/construction/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, 2024 book are the result of: 1) fuel costs decreased; 2) interest rates increased; 3) Producers' Price Index increased; 4) increase 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, 2024 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 September 1, 2023 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 **9 percent for regular time (RT)** and **9 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.....	9	9
Drilling .....	12	12
Fence & Guardrail Construction .....	9	9
Erection of structural metal for metal bridges, excluding sign bridge .....	11	11
Landscape Gardener .....	9	9
Mobil Crane & Hoist Service.....	12	12
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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 TRAFIC 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, 2024 THROUGH MARCH 31, 2025

## 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	\$5.27
Clam action Over 1 CY to 2 CY	C2	\$9.25
Clam action Over 2 CY to 3.5 CY	C3	\$13.40
Clam action Over 3.5 CY to 5 CY	C4	\$19.10
Clam action bucket Over 5 CY	C5	\$26.40
Ripper on No. 1 models	R1	\$3.17
Ripper on No. 2 models	R2	\$4.14
Ripper on No. 3 models	R3	\$6.91
Ripper on No. 4 models	R4	\$7.81
Ripper on No. 5 models	R5	\$12.81
Ripper on No. 6 models	R6	\$20.26
Ripper on No. 7 models	R7	\$23.51
Ripper on No. 8 models	R8	\$39.19
Winch on No. 1 models	S1	\$3.76
Winch on No. 2 models	S2	\$5.61
Winch on No. 3 models	S3	\$7.43
Winch on No. 4 models	S4	\$9.53
Winch on No. 5 models	S5	\$16.69
Lift gate	TG	\$1.08
Pump, water truck only	TP	\$7.46
Winch, truck	TW	\$0.40
Gas welding hose per 15.2 m (50 lf)	WH	\$0.02
Elec welding lead per 30.5 m (100 lf)	WL	\$0.23

## AIR COMPRESSOR

[ AIRCP ]

**DELAY FACTOR = 0.13**

**OVERTIME FACTOR = 0.89**

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	\$6.86
19 (40)	76 (160)	004-016	\$25.49
76 (160)	118 (250)	016-025	\$27.47
118 (250)	212 (450)	025-045	\$47.34
212 (450)	354 (750)	045-075	\$78.74
354 (750)	566 (1200)	075-120	\$114.11
566 (1200)	708 (1500)	120-150	\$149.04

## 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	\$32.27
100 (4)	& Over	5	\$33.05

## AIR TOOLS

[ AIRTO ]

**DELAY FACTOR = 0.62**

**OVERTIME FACTOR = 0.40**

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	\$0.50
4.5 (10)	9.1 (20)	10-20	\$0.54
9.1 (20)	13.6 (30)	20-30	\$0.99
13.6 (30)	18.1 (40)	30-40	\$1.15
18.1 (40)	27.2 (60)	40-60	\$1.25
27.2 (60)	& Over	60	\$1.77

**ASPHALT DIKE & SHOULDER PAVERS [ ASDSP ]**

DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.92  
Includes all attachments, accessories and automatic grade and line control.

A.C. DIKE COMPANY [ ACDC ]		
Model	Code	Rate
No. 1	4050	\$103.69
No. 2	4052	\$77.01
Nos. 43, 44	4054	\$95.64

ASPHALT PAVING COMPANY [ APCO ]		
Model	Code	Rate
E-1	4000	\$131.57
E-2, E3	4002	\$236.55

BLAW-KNOX [ B-K ]		
Model	Code	Rate
RW-35 / 38	4075	\$89.48
RW-85	4077	\$51.83
RW-95	4079	\$82.69
RW-100	4081	\$131.31
RW-195D	4083	\$182.89

DELTA [ DLTA ]		
Model	Code	Rate
DC-1	4095	\$181.33

**ASPHALT PAVERS [ ASPAV ]**

DELAY FACTOR = 0.16 OVERTIME FACTOR = 0.87  
Includes all attachments, accessories and automatic grade and line control.

BARBER-GREENE [ B-G ]		
Model	Code	Rate
BG 220	0805	\$110.00
BG 225	0810	\$117.84
BG 240	0815	\$130.49
BG 245	0820	\$140.78
BG 260	0825	\$171.96
BG 260B	0826	\$213.06
BG 265	0830	\$190.23
RT 435, 4wd	0905	\$140.77
RT 445, 4wd	0925	\$133.64
RT 455, 4wd	0945	\$131.59
RT 455, 4wd, 10-20' screed	0955	\$135.54
RT 465, 4wd	0965	\$178.01
SA 125	1419E	\$105.87
SB 131	1420	\$130.72
SB 140	1425	\$164.44
SA 141	1430	\$114.06
SA 145	1432	\$138.03
SA 150	1435	\$176.59

BLAW-KNOX [ B-K ]		
Model	Code	Rate
SB 170	1440	\$183.62
PF-22	1490	\$50.03
PF-35	1550	\$90.19
PF-115	1750	\$134.49
PF-120H	2010	\$127.16
PF-171	2090	\$188.19
PF-180	2100	\$92.19
PF-180H	2204	\$198.58
PF-200	2250	\$201.22
PF-200, 18' screed	2252	\$204.27
PF-220	2300	\$206.68
PF-400A	2350	\$176.20
PF-500	2404	\$223.85
PF-500, 18' screed	2406	\$227.12
PF-510, 18' screed	2407	\$232.66
PF-3172, 18' screed	2408	\$189.72
PF-3200	2410	\$260.09
PF-5510	2415	\$272.74

CATERPILLAR [ CAT ]		
Model	Code	Rate
AP-200	2420	\$58.84
AP-800	2430	\$140.55
AP-1050	2431	\$216.68
AP-1000	2435	\$212.78
AP-1000 4wd	2436	\$219.11
AP-1055B	2438	\$266.88
AP-1055D	2438D	\$340.46
AP-1200	2440	\$182.57

CEDAR RAPIDS [ CEDR ]		
Model	Code	Rate
BSF-2H	2550	\$120.16
BSF-3R	2600	\$135.52
CR-351	2668A	\$183.33
CR-351 4wd	2668B	\$188.36
CR-361R (RUBBER TRACK)	2668R	\$218.89
CR-431	2669	\$155.50
CR-551	2670	\$246.42
CR-461	2672	\$244.18
CR-561	2674	\$256.92

LAYTON [ LYTN ]		
Model	Code	Rate
F-525	2680	\$28.48
D-550	2682	\$31.11
H-500B	2684	\$7.54

**ASPHALT WINDROW PICKUP MACHINE [ ASPWP ]**

DELAY FACTOR = 0.07 OVERTIME FACTOR = 0.95  
Includes all attachments and accessories.

<b>ATHEY [ ATHY ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
7-11	5000	\$127.40
<b>BARBER-GREENE [ B-G ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BG-610H	5100	\$84.24
<b>CATERPILLAR [ CAT ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
WE-601B	5200	\$96.96
<b>CLARK'S WELDING COMPANY [ CLAR ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
500	5300	\$73.70
601	5304	\$70.95
Lincoln 660	5305	\$128.61
<b>C.M.I. [ CMI ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
851	5405	\$122.79

**AUGERS, CRAWLER MOUNTED [ AUGCL ]**

DELAY FACTOR = 0.26 OVERTIME FACTOR = 0.76  
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.

<b>BAYSHORE [ BYSH ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
8400 TD limited access	1500	\$143.31
<b>TEXOMA [ TXMA ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
TAURUS	2010	\$293.14
700CL	2100	\$164.99
<b>WATSON [ WATS ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2000CM	2500	\$130.44
2500CM	2505	\$199.64
3000CM	2510	\$226.50
3100CM	2515	\$234.07

**AUGERS, HORIZONTAL [ AUGHZ ]**

DELAY FACTOR = 0.25 OVERTIME FACTOR = 0.77  
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.

<b>AKKERMAN [ AKMN ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
360	5000	\$124.84
420 series 1250	5002	\$127.91
<b>AMERICAN AUGER [ AMAU ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
36-350	5014	\$37.30
<b>BORZALL [ BORZ ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2300-10	5040	\$13.28
4265-10	5042	\$18.59
<b>DITCH WITCH [ D-W ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
2510	5040	\$56.45

**AUGERS, TRUCK MOUNTED [ AUGTK ]**

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.81  
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.

<b>ATLANTIC [ ATLN ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
LDH-80	5000	\$207.97
LDH-100	5005	\$177.19
LLDH-80	5010	\$226.07
LLDH-120	5015	\$239.95
<b>CALWELD [ CALW ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150-A	5050	\$127.98
200	5052	\$148.59
4500LH	5054	\$250.09
<b>HUGHES [ HUGH ]</b>		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
EZ 112	5070	\$76.79
EZ 120	5071	\$86.72
LDH-100	5072	\$137.27
LDH-80	5074	\$135.65
LLDH-120	5076	\$198.40
LLDH-80	5078	\$184.98



<b>P.D.E.</b>	[ PDE ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
M -100	5084	\$61.76	
M-400 with hammer	5085	\$43.04	

<b>TEXOMA</b>	[ TXMA ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
Economatic 115	5087	\$127.01	
Super Economatic	5089	\$130.93	
80	5090	\$160.97	
270	5093	\$127.11	
330	5095	\$133.95	
330 with hammer	5095B	\$148.47	
500 with hammer	5096B	\$150.42	
600	5097	\$155.97	
700	5099	\$233.79	

<b>WATSON</b>	[ WATS ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
1000	6010	\$114.73	
2000	6012	\$195.37	
3000	6014	\$211.00	

<b>BITUMINOUS DISTRIBUTORS</b>	[ BITDT ]
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**DELAY FACTOR = 0.12**      **OVERTIME FACTOR = 0.89**  
 Includes all equipment for handling bituminous materials under pressure.  
 Includes pumps, spray bars and other attachments and accessories.

<b>TRAILER MOUNTED</b>	[ 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	\$9.43

<b>TRUCK MOUNTED</b>	[ 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	\$96.85
3028 (800)	5299 (1400)	08-14	\$120.18
5299 (1400)	6831 (1800)	14-18	\$123.10
6831 (1800)	11355 (3000)	18-30	\$125.39
11355 (3000)	15140 (4000)	30-40	\$130.27

<b>BROOMS &amp; SWEEPING EQUIPMENT</b>	[ BRMSW ]
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**DELAY FACTOR = 0.14**      **OVERTIME FACTOR = 0.87**  
 Includes all attachments and accessories with brooms of any type. Includes broom wear.

<b>BROOMS - MOUNTED &amp; TOWED</b>	[ MTTD ]		
Includes traction, PTO or engine driven.			
<u>Model</u>		<u>Code</u>	<u>Rate</u>
ALL		ALL	\$40.81

<b>BROOMS - SELF PROPELLED</b>	[ SFPR ]		
<u>Model</u>		<u>Code</u>	<u>Rate</u>
ALL		ALL	\$59.22

<b>SWEEPERS - SELF PROPELLED,</b>	[ SWSP ]		
<b>PICK UP</b>			
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	\$136.18
2.3 (3.0)	4.6 (6.0)	3-6	\$180.37
4.6 (6.0)	6.9 (9.0)	6-9	\$212.85

<b>BRUSH CHIPPING &amp; SHREDDING MACHINES</b>	[ BRUCP ]
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**DELAY FACTOR = 0.07**      **OVERTIME FACTOR = 0.94**  
 Includes all attachments, accessories and power unit. Rated in accordance with the cutter head width in millimeters(inches)

<b>BRUSH CHIP &amp; SHRED</b>	[ BCSM ]		
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	230 (9)	00-09	\$41.35
230 (9)	300 (12)	09-12	\$65.05
300 (12)	405 (16)	12-16	\$63.89

<b>COMPACTORS, HAND GUIDED</b>	[ COMHG ]
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**DELAY FACTOR = 0.18**      **OVERTIME FACTOR = 0.84**  
 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)

<b>COMPACTORS</b>	[ COMP ]		
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	113 (250)	0-250	\$5.38
113 (250)	& Higher	250	\$12.67

**CONCRETE MIXERS**

[ CONMX ]

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.90

**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	\$3.02
0.10 (3.5)	0.17 (6.0)	03.5-6	\$4.36
0.17 (6.0)	0.31 (11)	06-11	\$5.59
0.31 (11)	0.45 (16)	11-16	\$7.93

**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	\$204.13
7.6 (10)	9.2 (12)	10-12	\$205.94

**CONCRETE PUMPS**

[ CONPM ]

DELAY FACTOR = 0.15 OVERTIME FACTOR = 0.87

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

<b>ELBA [ ELBA ]</b>		Code	Rate
<u>Model</u>			
K-8020		1000	\$122.76

<b>MAYCO [ MACO ]</b>		Code	Rate
<u>Model</u>			
C-30HD		1020	\$23.29
LST-30/60S		1024	\$39.20

<b>SCHWING [ SHWG ]</b>		Code	Rate
<u>Model</u>			
BPA-1000		1050	\$43.66
WP-1000X		1052	\$61.37
WP-1250X		1054	\$79.78
900-1200 w/28 m boom		1055	\$113.35
900-1200 w/32 m boom		1057	\$135.18
BPL 1200 w/36 m boom		1058	\$144.94

<b>THOMSEN [ THOM ]</b>		Code	Rate
<u>Model</u>			
A-3.75 w/ mixer		1070	\$30.88
A-7		1072	\$28.02
11 pump w/28 m boom		1078	\$141.04
12 pump w/32 m boom		1082	\$148.75
14 pump w/36 m boom		1084	\$198.68

**CONCRETE SLIPFORM PAVERS**

[ CONSF ]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.85

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

<b>C.M.I. [ CMI ]</b>		Code	Rate
<u>Model</u>			
SF-250		2002	\$197.26
SF-350 series 2		2004	\$304.96
SF-550		2006	\$416.14

<b>GOMACO [ GOMA ]</b>		Code	Rate
<u>Model</u>			
GP-2000		2020	\$201.36
GP-2500		2022	\$228.21
GP-3500		2024	\$319.96

**CONCRETE VIBRATORS**

[ CONVB ]

DELAY FACTOR = 0.31 OVERTIME FACTOR = 0.71

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

<b>CONCRETE VIBRATORS [ CVIB ]</b>		Code	Rate
<u>Model</u>			
Each Vibrating Head		EVHD	\$1.36

**CURB EXTRUSION MACHINES**

[ CRBEX ]

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.82

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).

<b>CURB EXTRUSION MACHINE [ CEM ]</b>		Code	Rate
<u>OVER</u>	<u>TO</u>		
0	460 (18)	0-18	\$43.21
460 (18)	& Over	18 PLUS	\$125.06

**CONCRETE BARRIER SLIPFORM PAVERS**

[ CRBSF ]

DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.84

Includes all attachments, accessories and barrier or curb molds.

<b>C.M.I. [ CMI ]</b>		Code	Rate
<u>Model</u>			
SF-175		3000	\$144.35

<b>CURBMASTER [ CURB ]</b>		Code	Rate
<u>Model</u>			
CMT-800		3020	\$87.59

<b>GOMACO</b>		[ GOMA ]
<u>Model</u>		<u>Code</u> <u>Rate</u>
GT-6000-(78&90)		3040      \$99.54
COMMANDER II		3045      \$111.92
COMMANDER III		3050      \$156.40

<b>MILLER FORMLESS</b>		[ MILL ]
<u>Model</u>		<u>Code</u> <u>Rate</u>
M-7500		3063      \$116.97
M-8100		3065      \$163.94
M-8800		3067      \$201.42

<b>ELECTRIC GENERATORS &amp; LIGHT PLANTS</b> [ ELGEN ]
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**DELAY FACTOR = 0.12**      **OVERTIME FACTOR = 0.89**  
 Rates are for gas or diesel power and alternating or direct current.

<b>GENERATOR</b>		[ 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      \$1.15
1	3	001-003      \$2.69
3	7.5	003-008      \$5.52
7.5	15	008-015      \$12.34
15	25	015-025      \$19.38
25	50	025-050      \$19.57
50	100	050-100      \$35.36
100	200	100-200      \$71.60
200	300	200-300      \$122.26
300	400	300-400      \$166.41
400	500	400-500      \$208.37

<b>LIGHTS</b>		[ LITE ]
Includes trailer, pole and generator.		
<u>Model</u>		<u>Code</u> <u>Rate</u>
2 Light Set		2 LIGHT      \$5.46
4 Light Set		4 LIGHT      \$10.94

<b>ELECTRIC POWERED HAND TOOLS</b> [ ELTOL ]
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**DELAY FACTOR = 0.63**      **OVERTIME FACTOR = 0.40**  
 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.

<b>TOOLS</b>		[ TOOL ]
<u>OVER</u>	<u>TO</u>	<u>Code</u> <u>Rate</u>
450	600	045-060      \$0.36
600	800	060-080      \$0.48
800	1000	080-100      \$0.61

<b>FORK LIFT TRUCKS</b> [ FKLFT ]
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**DELAY FACTOR = 0.20**      **OVERTIME FACTOR = 0.81**  
 Includes attachments and accessories. Listed in accordance with the Mfr's maximum rated capacity in kilograms(pounds).

<b>FORK LIFT TRUCKS</b>		[ FLT ]
<u>OVER</u>	<u>TO</u>	<u>Code</u> <u>Rate</u>
454 (1000)	1814 (4000)	010-040      \$39.33
1814 (4000)	2722 (6000)	040-060      \$52.38
2722 (6000)	3629 (8000)	060-080      \$59.01
3629 (8000)	5443 (12000)	080-120      \$82.08
5443 (12000)	7258 (16000)	120-160      \$85.84
7258 (16000)	9072 (20000)	160-200      \$100.46
9072 (20000)	11340 (25000)	200-250      \$99.05
11340 (25000)	13608 (30000)	250-300      \$109.50
13608 (30000)	18144 (40000)	300-400      \$138.73
18144 (40000)	22680 (50000)	400-500      \$165.21
22680 (50000)	34020 (75000)	500-750      \$224.58

<b>GRADERS</b> [ GRADR ]
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**DELAY FACTOR = 0.11**      **OVERTIME FACTOR = 0.90**  
 Includes ripper and scarifier attachments and all accessories. Electronic blade control and specialty cutting tools shall be paid separately.

<b>BLADE-MOR</b>		[ BMOR ]
<u>Model</u>		<u>Code</u> <u>Rate</u>
727		2173      \$35.67
747		2178      \$50.96

<b>CATERPILLAR</b>		[ CAT ]
<u>Model</u>		<u>Code</u> <u>Rate</u>
120G 87V serial		2685      \$92.58
130G 74V serial		2695      \$102.11
12E 99E serial		2710      \$68.66
12F 73G serial		2768      \$104.06
12F 13K serial		2826      \$78.86
12F 89H serial		2884      \$79.38
12G 61M serial		2890      \$104.03
12H		2895      \$118.07
14E 72G serial		3174      \$106.36
14G		3180      \$154.88
14H		3185      \$170.02
140 14U serial		3250      \$107.48
140G 72V serial		3260      \$113.05
140H		3265      \$119.48
140M		3266      \$180.18
143H		3267      \$133.22
16 49G serial		3290      \$138.45
16 49G800 serial		3348      \$202.58
16 G93U serial		3360      \$215.06

16H	3380	\$225.62
160H	3385	\$140.98
163H	3390	\$147.10

<b>JOHN DEERE</b>	<b>[ DEER ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-570A	3890	\$61.30
JD-570B	3892	\$70.13
JD-670	3900	\$81.41
JD-670A	3905	\$88.04
JD-670CH	3907	\$111.57
JD-770	3910	\$92.53
JD-770A, 770A-H	3915	\$107.11
JD-770B	3916	\$115.12
JD-772CH	3930	\$135.65

<b>GALION</b>	<b>[ GALN ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
A-400E	4940	\$86.55
T-400A	4980	\$83.71
T-500C	5150	\$97.05
T-500L	5204	\$97.64
T-500M	5210	\$99.78

<b>KOMATSU</b>	<b>[ KOMA ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
GD 505A-2	8980	\$90.37
GD 515A-1	8986	\$92.56
GD 605A-2	9000	\$99.95
GD 615A-1	9005	\$106.70
GD 625A-1C	9007	\$134.58
GD 655A-2	9010	\$111.54

<b>HAMMERS, DEMOLITION &amp; PILE</b>	<b>[ HAMMR ]</b>
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DELAY FACTOR = 0.21      OVERTIME FACTOR = 0.81  
Includes attachments, accessories and power unit. Does not include carrier.

<b>ABI</b>	<b>[ ABI ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HVR-60	0100	\$48.27

<b>AMERICAN PILE DRIVING EQUIPMENT</b>	<b>[ APE ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0010	\$204.61
180	0050	\$287.37
200/500	0060	\$316.92
300 VIBRO	0075	\$356.68
400B VIBRO	0085	\$570.96

<b>ALLIED STEEL &amp; TRACTOR</b>	<b>[ AS&amp;T ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
800	0300	\$67.54
HYRAM 720	0310	\$7.78
HYRAM 725	0320	\$15.54
HYRAM 730	0330	\$18.23
HYRAM 740	0340	\$26.16
HYRAM 750	0350	\$28.54
HYRAM 77	0360	\$11.39
HYRAM 770	0370	\$27.44
HYRAM 780	0380	\$46.08
HYRAM 790	0390	\$58.29
HYRAM 88	0400	\$18.57

<b>DELMAG</b>	<b>[ DELM ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-12	0500	\$28.28
D-16	0510	\$43.73
D-22	0520	\$69.53
D-30	0530	\$51.60
D-30-32	0540	\$73.58
D-36-32	0560	\$95.41
D46-32	0570	\$114.00
D62-22	0580	\$184.22
D100-13	0590	\$294.05

<b>FOSTER</b>	<b>[ FOST ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
1700	0600	\$178.23
4030	0630	\$249.50
FNV-1800	0660	\$143.67
FNV-4150	0693	\$318.96

<b>HYDRAULIC POWER SYS</b>	<b>[ HPSI ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
150	0420	\$123.78
260	0430	\$196.23
300	0440	\$235.37

<b>I.C.E.</b>	<b>[ ICE ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
44-50	0450	\$297.01
216	0460	\$106.07
416L	0470	\$177.24
812	0480	\$281.69

<b>KENT</b>	<b>[ KENT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
KHB10G	0700	\$24.76
KHB 15G	0710	\$38.15
KHB 30G	0750	\$37.10
KHB 40G	0760	\$66.53

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4XE	0795	\$21.54
6XA	0800	\$16.29
H-10XB	0810	\$46.65
H-12X	0815	\$45.41
H-16X	0820	\$39.13
H-20X	0840	\$41.53
H4X,HXA	0860	\$14.26
H7X	0880	\$16.88

<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$9.76
UB-8	0950	\$19.66

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S-84	1000	\$37.82
S-86	1050	\$41.23

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MB250	1100	\$8.29
MB2900	1120	\$29.18
MB4900	1140	\$51.58
MB550	1160	\$13.01
MB800	1180	\$19.04

<u>Model</u>	<u>Code</u>	<u>Rate</u>
950X	1190	\$43.85
TB1025	1195	\$48.58
TB1425X	1200	\$42.67
TB2225X	1220	\$79.62
TB425	1240	\$18.21
TB825X	1260	\$30.90

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BRH1100	1300	\$46.96
BRH125	1310	\$14.90
BRH250	1320	\$15.69
BRH400	1330	\$15.08
BRH620	1340	\$31.67
BRH750	1350	\$26.14
BRV950	1360	\$27.39

<u>Model</u>	<u>Code</u>	<u>Rate</u>
40.01	1400	\$208.73
40.05	1450	\$208.73
60.05	1460	\$192.88

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1	1500	\$31.14
010	1520	\$46.03
100C	1540	\$49.61
2300	1560	\$190.83
80C	1580	\$38.44

**HYDRAULIC CRANES & EXCAVATORS, [ HCECL ]  
CRAWLER MOUNTED**

**DELAY FACTOR = 0.16                      OVERTIME FACTOR = 0.85**  
Includes all attachments and accessories required for lifting or digging.  
Pavement breaker or compactor attachments are not included.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 266	0680	\$110.42
C 366	0690	\$127.26
C 744	1075	\$81.74

<u>Model</u>	<u>Code</u>	<u>Rate</u>
9030B	0100B	\$119.57
9040	0110	\$124.72
9060B	0120B	\$253.85
40E E-Boom	1600	\$101.46
40E Y-Boom	1601	\$101.87
50E	1602	\$128.59
125B	1602H	\$101.59
170C	1602N	\$143.48
220B	1602R	\$181.19
880B Y-Boom	1609	\$72.64
980B	1615	\$112.32
1080	1615E	\$99.59
1080B	1615J	\$101.29
1280	1616	\$134.95
1280B	1616E	\$128.28

<u>Model</u>	<u>Code</u>	<u>Rate</u>
303.5E CR	0100	\$39.01
304 CR	0200	\$40.71
305C CR	0250	\$55.25
308E2 CR SB	0270	\$60.36
308DCR	0271	\$52.83
312	0300	\$64.42

312C	0300C	\$76.69	245B Front Shovel	1652B	\$318.87
312CL	0300CL	\$76.89	E 180	1653	\$88.04
314CL CR	0302CLR	\$77.90	EL 180	1654	\$89.23
315L	0305	\$77.63	EL 200B	1654E	\$94.23
320	0310	\$101.88	E 240	1655	\$112.67
320BL	0312	\$106.35	EL 240	1656	\$114.20
320C	0312C	\$119.43	E 300	1657	\$141.60
320CL	0312CL	\$132.61	E 300B	1657B	\$157.07
320L	0315	\$103.39	EL 300	1658	\$143.58
321C LCR	0320R	\$142.25	EL 300B	1658B	\$159.20
321D LCR	0321R	\$141.66	JOHN DEERE	[ DEER ]	
322L	0325	\$126.25	<u>Model</u>	<u>Code</u>	<u>Rate</u>
323F L	0326	\$135.30	225D LC	1575D	\$136.52
325	0330	\$134.29	330C LC	1600C	\$196.30
325BL	0335	\$154.50	450LC	1645	\$238.04
325L	0340	\$139.21	490	1660	\$54.42
328D LCR	0343DR	\$178.32	490E	1660E	\$67.73
330BL	0345	\$190.10	690A	1685	\$79.35
330CL	0345CL	\$207.02	690B	1695	\$93.58
330D L	0345DL	\$242.89	690C	1697	\$86.82
330L	0350	\$177.11	690D	1697D	\$90.09
335F L CR	0350E	\$201.07	690E LC	1697ELC	\$101.91
336EL	0351E	\$242.08	790	1698	\$109.01
336F	0351F	\$238.96	790D	1698D	\$114.76
345BL	0355	\$245.26	790E LC	1698ELC	\$124.08
350L	0360	\$257.51	792	1699	\$128.53
375L	0365	\$403.99	890	1700	\$174.66
205	1617	\$43.42	890A	1705	\$156.94
211	1617E	\$66.56	892D LC	1708	\$145.94
213	1617H	\$73.05	990	1720	\$188.43
215	1618	\$72.31	992D LC	1722	\$209.17
215B LC	1619E	\$81.63	30	1725	\$26.50
215C	1619F	\$89.86	50	1730	\$42.44
215D	1619G	\$99.36	70	1735	\$38.40
225	1620	\$103.96	200LC	1745	\$115.43
225LC	1621	\$104.50	DROTT	[ DROT ]	
225D LC	1622	\$130.55	<u>Model</u>	<u>Code</u>	<u>Rate</u>
227	1623	\$107.67	35D E boom	1835	\$76.25
229	1625	\$140.65	35D Y boom	1845	\$76.68
231D	1630	\$159.89	40D E boom	1930	\$97.62
231DLC	1635	\$161.53	40D Y boom	1965	\$102.95
235	1640	\$163.24	50D	2005	\$126.05
235B	1642	\$181.35	FIAT-ALLIS	[ F-A ]	
235 Front Shovel	1645	\$173.40	<u>Model</u>	<u>Code</u>	<u>Rate</u>
235B Front Shovel	1647	\$192.87	FE 18	9000	\$67.14
235C	1648	\$207.27	FE 20 HD	9010	\$84.34
235DLC	1649	\$213.39	FE 20 LC	9020	\$80.29
245	1650	\$274.52	FE 28	9030	\$113.54
245B	1650B	\$302.83			
245 Front Shovel	1652	\$286.76			

FE 40 L	9040	\$192.43	KOBELCO	[ KOBL ]	
GRADALL	[ GRAD ]		<u>Model</u>	<u>Code</u>	<u>Rate</u>
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SK200LC MARK III	4687	\$102.80
G 660	0150	\$90.75	K 903B	4688	\$49.34
G 660B	0160	\$117.24	K 904D	4693	\$53.00
G 660C	0170	\$118.01	K 904E	4694	\$55.68
G 880B	0210	\$124.34	K 904 Mark II	4694A	\$55.12
G 880C	0215	\$118.03	K 905	4695	\$59.79
G 1000	0230	\$198.05	K 905A LC	4697	\$64.16
XL4200	0260	\$121.04	K 907C	4700	\$85.55
XL5200	0280	\$146.77	K 907D	4702	\$91.95
HITACHI	[ HIT ]		K 907 LC	4704	\$92.72
<u>Model</u>	<u>Code</u>	<u>Rate</u>	K 909A	4710	\$119.26
UH 07LC	2630	\$88.17	K 909 LC	4711	\$121.89
UH 062	2660	\$100.55	K 912A	4712	\$141.46
UH 172	2695	\$174.58	K 914	4715	\$167.26
UH 122	2750	\$116.97	K 916	4717	\$188.01
EX 150	2797	\$79.13	SK270LC MARK IV	4720	\$144.30
EX 200 LC	2800	\$97.36	SK400LC MARK IV	4725	\$254.35
EX 270 LC	2806	\$141.35	KOEHRING	[ KOEH ]	
EX 300LC-2	2807	\$169.10	<u>Model</u>	<u>Code</u>	<u>Rate</u>
EX 300LC-3	2807A	\$172.77	366 post 1980	4752	\$148.61
EX 330LC-5	2807B	\$197.85	466E	4990	\$171.22
EX 370-5	2807F	\$197.45	566	5160	\$183.00
EX 400 LC	2808	\$223.88	666, 666E	5225	\$232.07
EX 450LC-5	2808K	\$270.57	866, 866E	5235	\$268.14
EX 550LC	2809	\$320.62	6611	6000	\$54.98
EX 700	2810	\$381.71	6614	6005	\$67.40
EX 750-5	2815	\$425.19	6612	6010	\$65.52
EX 1100	2880	\$501.89	6620	6015	\$93.85
HYUNDAI	[ HYUN ]		6625	6020	\$113.92
<u>Model</u>	<u>Code</u>	<u>Rate</u>	6633	6029	\$163.52
200LC	2950	\$98.36	6644	6040	\$215.48
210LC-3	2952C	\$117.35	KOMATSU	[ KOMA ]	
280LC	2960	\$146.45	<u>Model</u>	<u>Code</u>	<u>Rate</u>
290LC	2970	\$151.63	PC 120-5	9485	\$68.99
450LC	3010	\$224.98	PC 138US LC-10	9486	\$103.96
INTERNATIONAL	[ INTL ]		PC 150-1	9490	\$63.18
<u>Model</u>	<u>Code</u>	<u>Rate</u>	PC 150-3	9495	\$77.04
630	4250	\$70.96	PC 200 LC-2	9500	\$78.80
640 HD	4260	\$91.87	PC 200-5	9504	\$100.93
650 HD	4280	\$101.14	PC 200 LC-3	9505	\$93.85
KATO	[ KATO ]		PC 200 LC-5	9506	\$101.76
<u>Model</u>	<u>Code</u>	<u>Rate</u>	PC 220 LC-2	9510	\$101.72
HD450 VII	3050	\$66.45	PC 220 LC-3	9515	\$116.62
HD700 VII LC	3060	\$95.77	PC 220 LC-5	9516	\$125.60
HD1250 VII LC	3080	\$162.48	PC 220 LC-6	9516F	\$134.40
			PC 220 LC-7	9516G	\$144.63
			PC 280 LC-3	9517	\$131.94

PC 300 LC-1, LC-2	9520	\$131.92	MASSEY FERGUSON	[ M-F ]		
PC 300 LC-3	9525	\$154.89	<u>Model</u>		<u>Code</u>	<u>Rate</u>
PC 300 LC-5	9526	\$173.73	MF 450D		6245	\$56.81
PC 300 LC-6	9526A	\$189.59	MF 450S		6250	\$61.76
PC 300 LC-7	9526B	\$212.06				
PC 360 LC-3	9527	\$175.01	MITSUBISHI	[ MITS ]		
PC 400 LC-1	9530	\$177.45	<u>Model</u>		<u>Code</u>	<u>Rate</u>
PC 400 LC-3	9535	\$207.18	MS 090		6290	\$39.66
PC 400 LC-5	9536	\$229.11	MS 180-3		6295	\$76.08
PC 400 LC-6	9537	\$257.44	MS 180 LC-8		6296	\$86.29
PC 600 LC-6	9539	\$352.45	MS 230 LC-3		6300	\$99.26
PC 650-1	9540	\$322.51	MS 240 LC-8		6305	\$107.38
PC 650-1 Front Shovel	9550	\$337.87	MS 280-2		6310	\$121.76
PC 650-3	9552	\$338.44	MS 380-2		6320	\$169.83
PC 750-6	9555	\$423.67	MS 450-8		6330	\$198.11
PC 1000-1	9560	\$505.44				
PC 1000 LC-1	9565	\$518.53	NORTHWEST	[ NW ]		
PC 1100 LC-6	9575LC	\$580.47	<u>Model</u>		<u>Code</u>	<u>Rate</u>
			35 DH		6335	\$157.99
			45 DH		6340	\$170.12
			55 DH		6345	\$177.91
			55 DH Series II		6360	\$313.42
<b>LINK-BELT</b>	[ L-B ]		<b>P&amp;H</b>	[ P&H ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>		<u>Code</u>	<u>Rate</u>
LS 1600	5390	\$42.22	H 750		6628	\$74.26
LS 2650	5395	\$58.89	H 1250		6630	\$126.76
LS 2700C II	5398	\$78.06	H 1750		6635	\$153.80
2700 QUANTUM	5399	\$84.70	H 2500		6645	\$198.31
LS 2800	5400	\$69.23	HS 2500		6650	\$203.31
LS 2800A	5402	\$78.04				
LS 2800A PL	5404	\$68.33	TAKEUCHI	[ TAKU ]		
LS 2800 PL	5405	\$65.39	<u>Model</u>		<u>Code</u>	<u>Rate</u>
LS 2800B	5410	\$86.55	TB 15		7686	\$17.08
LS 3400	5475	\$113.87	TB 025		7686A	\$29.31
LS 3400C II	5477	\$120.41	TB 045		7686E	\$48.51
LS 4300	5660	\$143.40	TB 070		7686H	\$47.59
LS 4300C II	5662	\$158.08	TB 10S		7688	\$13.79
LS 4800	5750	\$164.13	TB 35S		7690	\$27.81
LS 4800 PL	5755	\$149.86	TB 68S		7692	\$39.14
LS 5400	5805	\$193.00	TB 800		7695	\$19.33
LS 5800	5810	\$199.52				
LS 5800A	5812	\$209.98				
LS 5800C II	5814	\$218.93				
LS 6400	5820	\$294.66				
LS 7400	5830	\$299.29				
LS 7400A	5840	\$356.73				



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

DELAY FACTOR = 0.13                      OVERTIME FACTOR = 0.89  
Includes all attachments and accessories required for lifting or digging.  
Pavement breaker or compactor attachments are not included.

<b>BUCYRUS-ERIE</b>			[ B-E ]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
300C/SP	1670	\$91.46	
320C	1672	\$91.65	
360C	1678	\$92.01	
<b>BADGER</b>			[ BAGR ]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
4425/30	1565	\$121.90	
4435	1570	\$135.23	
4435B	1573	\$136.77	
4435C	1573C	\$144.23	
4445	1574	\$180.24	
4450	1575	\$142.32	
4450B	1577	\$149.76	
4455	1579	\$181.01	
<b>CASE</b>			[ CASE ]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
40E E-Boom, Cruz Air	1685	\$77.83	
40E Y-Boom, Cruz Air	1687	\$78.06	
40F E-Boom, Cruz Air	1687H	\$80.22	
40F Y-Boom, Cruz Air	1687K	\$81.07	
45 E-Boom, Cruz Air	1688	\$101.13	
45 Y-Boom, Cruz Air	1689	\$106.17	
45B E-Boom, Cruz Air	1689H	\$106.48	
45B Y-Boom, Cruz Air	1689K	\$107.26	
880R E-Boom	1690	\$70.89	
880R Y-Boom	1695	\$71.02	
1085 E-Boom, Cruz Air	1696E	\$80.03	
1085 Y-Boom, Cruz Air	1696Y	\$80.34	
1085B Y-Boom, Cruz Air	1696Z	\$90.29	
1285 E-Boom, Cruz Air	1697E	\$102.50	
1285 Y-Boom, Cruz Air	1697Y	\$102.65	
3330 Low Profile	1698E	\$41.45	
3330B	1698H	\$41.71	
<b>CATERPILLAR</b>			[ CAT ]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
206	1699	\$54.88	
212	1699E	\$70.63	
214	1699H	\$76.34	
224	1699J	\$93.82	

**GRADALL**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
G 3WD, 4x4	0110	\$117.71

**GROVE**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
24	3820	\$44.92
36	3830	\$74.31
68	3850	\$83.84
1012	3870	\$98.54
2535	3880	\$130.67
RT-48	4030	\$78.14
RT-49	4115	\$78.44
RT-58	4285	\$79.74
RT-418	4354	\$92.72
RT-420	4356	\$92.72
RT-422	4358	\$92.72
RT-500D	4359	\$128.10
RT-525	4360	\$90.02
RT-525B	4362	\$93.10
RT-525C	4363	\$111.80
RT-527.5	4365	\$90.92
RT-528B	4370	\$93.10
RT-528C	4372	\$112.32
RT-60	4520	\$92.68
RT-60S	4540	\$94.71
RT-515	4606	\$89.74
RT-518	4607	\$91.79
RT-520	4608	\$93.40
RT-522	4609	\$92.60
RT-522C	4609G	\$109.36
RT-625	4630	\$100.28
RT-630	4635	\$100.28
RT-630B	4637	\$105.80
RT-635	4640	\$115.54
RT-65 S	4700	\$122.32
RT-740	4710	\$134.27
RT-745	4715	\$165.19
RT-75 S	4720	\$128.69
RT-755	4725	\$142.93
RT-760	4727	\$200.06
RT-865	4730	\$175.76
RT-865B	4732	\$236.27
RT-875	4735	\$216.09
RT-980	4750	\$208.79
RT-990	4760	\$238.39
RT-9100	4790	\$295.60

**KOMATSU**

**[ KOMA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PW 210-1	9580	\$125.02

**LINK-BELT**

**[ L-B ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HSP 15	5500	\$88.89
HSP 18	5505	\$88.89
HSP 20	5510	\$95.25
HSP 22	5530	\$96.75
HSP 25	5535	\$101.97
HSP 8015	5538	\$99.58
HSP 8018	5538E	\$99.58
HSP 8018XL	5538G	\$122.19
HSP 8018C	5538H	\$89.27
HSP 8025	5538P	\$104.26
HSP 8025 S	5538PF	\$104.58
HSP 8030	5538Q	\$119.16
HSP 8035	5538R	\$171.41
HSP 8040	5538S	\$171.56
HSP 8050	5538T	\$173.85
HSP 8055	5538V	\$158.86
HSP 8060	5539	\$188.44

**LORAIN**

**[ LORN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
LRT 15H	5730	\$90.79
LRT 15U	5735	\$92.07
LRT 18U	5740	\$92.61
LRT 35U	5745	\$134.16
LRT 40U	5750	\$135.30
LRT 150	5755	\$89.72
LRT 150D	5756	\$105.42
LRT 180	5760	\$89.66
LRT 180D	5760D	\$105.42
LRT 200	5765	\$89.35
LRT 200D	5765D	\$105.59
LRT 220	5767	\$92.10
LRT 230	5768	\$95.49
LRT 230D	5768D	\$105.62
LRT 250	5769	\$95.51
LRT 250D	5769D	\$105.62
LRT 275	5770	\$95.51
LRT 275D	5770D	\$105.62
LRT 330	5772	\$125.51
LRT 400	5773	\$142.69
LRT 450	5774	\$146.05
LRT 500	5775	\$149.31
LRT 550	5790	\$154.93

**P&H**

**[ P&H ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
OMEGA 14	5790	\$84.47
OMEGA 15	5792	\$84.47
OMEGA 18	5794	\$84.93
OMEGA 25	5795	\$112.03
OMEGA 20	5796	\$85.66
OMEGA 23	5796E	\$88.60
OMEGA 30	5796J	\$114.63
OMEGA 35	5796P	\$115.66
OMEGA 40	5797	\$155.07
OMEGA 45	5797E	\$156.92
OMEGA 50	5797J	\$158.41
OMEGA 60	5798	\$166.26
OMEGA 65	5799	\$191.06
OMEGA 114	5799C	\$94.59
OMEGA 114D	5799G	\$92.51
OMEGA 118	5799Q	\$96.20
OMEGA 118D	5799S	\$92.66
OMEGA 120	5799U	\$97.95
OMEGA 120D	5799W	\$93.41
OMEGA 122	5799X	\$99.00
OMEGA 122D	5799Y	\$94.03
OMEGA 125	5799Z	\$99.40
OMEGA 128	5799ZA	\$97.93
R 150	5890	\$73.09
R 150-1	5910	\$72.56
R 180	5975	\$73.43
R 200	6060	\$73.77
OMEGA S-15	6062	\$115.02
OMEGA S-18	6063	\$115.02
OMEGA S-20	6064	\$117.79
S-35	6064E	\$164.43

**PETTIBONE**

**[ PET ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
16 MK P Series	6500	\$78.75
20 MK P Series	6580	\$79.42
25	6740	\$75.68
25 MK P Series	6750	\$80.26
29 MK P Series	6880	\$81.35
30	6900	\$75.68
30 MK P Series	6903	\$82.41
30 SC, 30 SC P Series	6910	\$117.61
60 SC	6990	\$123.32
60 SC P Series	6995	\$131.09
70	7100	\$130.14
70 SC	7165	\$131.10
70 SC P Series	7170	\$137.77
80 MK P Series	7250	\$127.55

80 SC P Series	7260	\$129.04
<b>R.O. PRODUCTS</b>	<b>[ ROP ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MC 5A	8005	\$49.78
MC 50B	8175	\$78.50
MC 50C	8260	\$79.90

<b>HYDRAULIC CRANES &amp; EXCAVATORS, TRUCK MTD. W/ CARRIER</b>	<b>[ HCETD ]</b>
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DELAY FACTOR = 0.12                      OVERTIME FACTOR = 0.90

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

<b>BUCYRUS-ERIE</b>	<b>[ B-E ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
25 XC	1360	\$106.39
30 XC	1370	\$107.08
40 C	1475	\$98.28
60 XC	1590	\$170.88
65 C	1592	\$147.55
90 XC	1600	\$183.20

<b>BADGER</b>	<b>[ BAGR ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
300 Hydro-Scopic	0550	\$72.70
460 Hydro-Scopic	0555	\$88.57
666 Hydro-Scopic	0560	\$134.42
888 Hydro-Scopic	0600	\$140.47

<b>BANTAM</b>	<b>[ BANT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
T 744 Teleskoop	1285	\$86.38
T 888	1310	\$128.83
T 888B	1315	\$151.39

<b>DEVAULT</b>	<b>[ DVUT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
TK 15-10	1900	\$66.22

<b>GRADALL</b>	<b>[ GRAD ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
G 3W	0120	\$91.25
G 660	0170	\$87.84
G 660B	0180	\$115.44
G 660C	0190	\$110.73
G 800	0210	\$78.60
G 880B	0220	\$124.29
G 880C	0230	\$119.06
G 1000	0240	\$128.34

<b>GROVE</b>	<b>[ GROV ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
TD 520	2221	\$136.04
TD 522	2223	\$136.04
TD 525	2224	\$137.01
TMS 250	2850	\$126.48
TMS 250A	2860	\$126.99
TMS 250B	2870	\$126.99
TMS 250C	2875	\$171.82
TMS 300	2922	\$150.85
TMS 300B	2923	\$169.63
TMS 760	3180	\$259.68
TMS 865	3378	\$194.50
TM 875	3380	\$222.70
TMS 875	3385	\$223.57
TM 890	3387	\$234.62
TM 1075	3390	\$199.25

<b>HIAB</b>	<b>[ HIAB ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
100 AW	3850	\$61.70
1165	3852	\$57.96
170 thru 174	3854	\$56.35
175 thru 177	3855	\$56.51
550, 5501	3857	\$59.91
650	3859	\$60.92

<b>KOEHRING</b>	<b>[ KOEH ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
4460 Teleskoop	4400	\$88.32
4465 Teleskoop	4405	\$89.62
4470 Teleskoop	4410	\$103.89
4475 Teleskoop	4415	\$105.17

<b>LINK-BELT</b>	<b>[ L-B ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HTC 14	4505	\$123.95
HTC 25	4507	\$123.95
HTC 35	4509	\$134.35
HTC 50	4510	\$179.93
HTC 50W	4520	\$173.29
HTC 814	4530	\$159.68
HTC 814XL	4531	\$165.01
HTC 822 S	4532	\$151.29
HTC 825	4535	\$142.96
HTC 825 S	4536	\$152.43
HTC 830	4537	\$161.74
HTC 835	4539	\$170.35
HTC 835XL	4539C	\$192.19
HTC 840	4539E	\$195.87
HTC 850	4539G	\$201.33

HTC 855	4539H	\$180.64	T-300A	5665	\$147.22
HTC 860	4539J	\$204.29	OMEGA T-400	5666M	\$177.34
HTC 1040	4540	\$194.04	OMEGA T-450	5669	\$179.17
HTC 1050	4545	\$195.81	T-600 XL	5670	\$211.34
HTC 1055	4550	\$184.56	OMEGA T-500	5680	\$179.15
HTC 1060	4555	\$200.77	OMEGA T-650	5745	\$245.56
HTC 11100	4600	\$354.08	T-750	5780	\$166.40

**LORAIN** [ LORN ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MCH 140	4942	\$145.47
MCH 150	4946	\$137.71
MCH 180	4947	\$137.71
MCH 300	4953	\$159.12
MCH 350	4955	\$124.67
MCH 400	4957	\$173.20
MCH 500	4960	\$134.47

**PITMAN** [ PIT ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Hydralift HL 40 thru 95	6670	\$56.75
Hydralift HL 100 thru 170	6675	\$60.77
HL 857	6685	\$66.14
HL 1200, 1545-T2 or 1580	6695	\$68.62
POLECAT	6697	\$69.95
PELICAN	6699	\$73.03

**MANITEX** [ MANX ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1161	4980	\$65.08
1770	4985	\$106.03
2284	4990	\$108.96
2592	4995	\$111.02

**R.O. PRODUCTS** [ ROP ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TC-40	6860	\$57.78
TC-50	6862	\$59.45
TC-70	6864	\$60.89
TC-80	6866	\$61.04
TC-85	6868	\$60.51
TC-110	6870	\$65.37
TC-120	6872	\$65.91
TC-125	6874	\$65.62
TC-145	6876	\$68.79
TC-150	6878	\$67.03

**NATIONAL** [ NATL ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Ser 4/400, 11.3 m (37') boom	4983	\$60.95
Ser 4/400, 14.0 m (46') boom	4984	\$61.16
Ser 4/400, 16.8 m (55') boom	4985	\$61.34
Ser 5/500A/B, 14.3 m (47') boom	4986	\$66.94
Ser 5/500A/B, 17.1 m (56') boom	4987	\$67.58
Ser 6/600, 14.3 m (47') boom	4989	\$66.54
Ser 6/600, 17.1 m (56') boom	4990	\$66.92
856	4995	\$67.47
856B	4996	\$66.60
875	4997	\$68.26
875B	4998	\$69.80
Series 85	4999	\$63.15

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

**DELAY FACTOR = 0.09**      **OVERTIME FACTOR = 0.92**  
Includes all lifting and digging attachments and accessories. Truck/carrier to be paid separately. Pavement breaker or compactor attachments are not included.

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

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALPHA 100 ton	5000	\$319.77
CN T-280	5005	\$181.03
T-150	5290	\$135.75
T-180	5380	\$136.22
T-200	5470	\$136.78
T-250	5560	\$158.59
CN T-250	5561	\$183.55
OMEGA T-250	5570	\$148.80
OMEGA T-300	5580	\$152.33
OMEGA T-350	5585	\$153.64

**BUCYRUS-ERIE** [ B-E ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
H-3 series two	1000	\$54.18
H-5 series two	1300	\$62.88

**GALION** [ GALN ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
125 P	1970	\$67.33
150 P	1980	\$80.96

**GROVE** [ GROV ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TM 100C	2020	\$97.76
TM 200C	2040	\$74.48

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

**DELAY FACTOR = 0.20                      OVERTIME FACTOR = 0.81**

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).

<b>BOOM TYPE</b>		<b>[ BOOM ]</b>	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.6 (25)	<b>00-24</b>	\$21.32
7.6 (25)	15.2 (50)	<b>25-49</b>	\$49.01
15.2 (50)	22.9 (75)	<b>50-74</b>	\$66.78

<b>SCISSOR TYPE</b>		<b>[ SCIS ]</b>	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	6.1 (20)	<b>00-20</b>	\$22.98
6.4 (21)	9.1 (30)	<b>21-30</b>	\$27.30
9.4 (31)	15.2 (50)	<b>31-50</b>	\$40.52

**LOADERS, CRAWLER [ LDRCL ]**

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

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

<b>CASE</b>		<b>[ CASE ]</b>	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
350B		<b>2370</b>	\$45.56
450B		<b>2610</b>	\$40.96
455B		<b>2620</b>	\$42.82
455C		<b>2620A</b>	\$48.23
1155D		<b>3555</b>	\$83.93
1155E		<b>3556</b>	\$92.22
1450		<b>3560</b>	\$93.53
1450B		<b>3565</b>	\$103.24
1455B		<b>3568</b>	\$104.15

<b>CATERPILLAR</b>		<b>[ CAT ]</b>	
<u>Model</u>		<u>Code</u>	<u>Rate</u>
259D		<b>2159</b>	\$56.06
289D		<b>2189</b>	\$58.85
299D XHP		<b>2190</b>	\$84.38
299D2		<b>2199A</b>	\$73.33
931B		<b>3735</b>	\$46.80
931C		<b>3735C</b>	\$49.45
931 LGP		<b>3740</b>	\$44.16
931B LGP		<b>3745</b>	\$47.96
935B		<b>3845</b>	\$55.39
935C		<b>3845C</b>	\$58.61
939C		<b>3900</b>	\$80.63
943		<b>4130</b>	\$69.18
943 LGP		<b>4135</b>	\$65.83
951C 86J 1992 serial		<b>4200</b>	\$64.55

951C 86J 2598 serial	<b>4210</b>	\$70.35
951C LGP 86J 2598 ser	<b>4215</b>	\$71.23
953	<b>4220</b>	\$93.61
953 LGP	<b>4230</b>	\$88.34
955L 85J 6247 serial	<b>4675</b>	\$90.81
955L 85J 13X10129 ser	<b>4680</b>	\$97.21
955L LGP 85J 13X10129	<b>4685</b>	\$97.57
963	<b>4690</b>	\$129.01
963 LGP	<b>4693</b>	\$118.88
973	<b>4695</b>	\$195.63
973 LGP	<b>4698</b>	\$167.21
977K	<b>5014</b>	\$108.23
977K 11K serial	<b>5092</b>	\$112.58
977L 11K 3919 serial	<b>5170</b>	\$129.98
977L 11K 5083 serial	<b>5180</b>	\$139.85
977L 14X serial	<b>5185</b>	\$144.81
977L LGP	<b>5190</b>	\$144.46
983	<b>5248</b>	\$199.00
983B	<b>5265</b>	\$211.76

<b>JOHN DEERE [ DEER ]</b>		<u>Code</u>	<u>Rate</u>
<u>Model</u>			
JD 350C		<b>5420</b>	\$48.32
JD 450C (4 speed PS)		<b>5805</b>	\$47.82
JD 455D		<b>5807</b>	\$50.12
JD 455E		<b>5809</b>	\$51.08
JD 455G		<b>5809A</b>	\$60.55
JD 555		<b>5810</b>	\$53.82
JD 555A		<b>5812</b>	\$59.21
JD 555B		<b>5814</b>	\$58.41
JD 555G		<b>5814A</b>	\$81.54
JD 655		<b>5815</b>	\$84.61
JD 655B		<b>5817</b>	\$96.69
JD 755		<b>5820</b>	\$80.46
JD 755A		<b>5822</b>	\$99.36
JD 755B		<b>5824</b>	\$111.78
JD 855		<b>5830</b>	\$150.78

<b>DRESSER [ DRES ]</b>		<u>Code</u>	<u>Rate</u>
<u>Model</u>			
100E (PS)		<b>9000</b>	\$49.22
100G		<b>9005</b>	\$56.28
125E (PS)		<b>9010</b>	\$60.42
125G		<b>9015</b>	\$67.47
175C (PS)		<b>9020</b>	\$118.51
200		<b>9025</b>	\$137.49
250C (PS)		<b>9030</b>	\$142.81
250E (PS)		<b>9035</b>	\$164.11

**KOMATSU**

**[ KOMA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D 53S-16	7878	\$81.42
D 53S-17	7878A	\$94.81
D 55S-2	7900	\$84.92
D 55S-3	7978	\$84.92
D 57S-1	8000	\$110.78
D 65S-6	8017	\$111.27
D 66S-1	8020	\$146.73
D 75S-2	8056	\$120.69
D 75S-3	8060	\$148.39
D 75S-5	8061	\$204.93
D 155S-1	8080	\$284.64

**LOADERS, RUBBER TIRE**

**[ LDRRT ]**

**DELAY FACTOR = 0.10      OVERTIME FACTOR = 0.90**

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	\$48.00
714B	0750	\$47.03
714C w/ backhoe	0752	\$49.72
715B w/ backhoe	0765	\$49.08
715C w/ backhoe	0767	\$49.99

**CASE**

**[ CASE ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
W-11	1365	\$44.05
W-11B	1368	\$53.97
W-18	1444	\$75.86
W-18 9213140 serial	1450	\$79.66
W-18B	1460	\$85.81
W-20	1472	\$79.78
W-20B	1480	\$80.62
W-20C	1482	\$86.65
W-30	1565	\$119.09
480B	1636	\$38.86
480B w/ backhoe	1640	\$40.22
480C	1650	\$49.98
480C w/ backhoe	1660	\$51.63
480D	1662	\$55.70
480D w/ backhoe	1664	\$57.76
480E w/ backhoe	1666	\$47.23
480E LL	1667	\$45.94
480F w/ backhoe	1668	\$48.61
480F LL	1669	\$46.74
480LL	1677	\$55.75
570L XT 4WD	1690	\$53.34

570N XT	1700	\$66.80
580B w/ backhoe	1705	\$50.59
580C	1710	\$40.08
580C w/ backhoe	1715	\$42.09
580D	1717	\$41.51
580D w/ backhoe	1720	\$44.16
580 Super D	1725	\$45.31
580 Super D w/ backhoe	1727	\$48.01
580 Super E	1731	\$46.77
580 Super E w/ backhoe	1735	\$49.68
580K w/ backhoe	1739	\$49.99
580K 4WD w/ backhoe	1740	\$51.14
580 Super K w/ backhoe	1742	\$55.31
580L w/ backhoe	1743	\$55.59
580 Super L 4WD w/ backhoe	1744	\$64.38
590 Turbo w/ backhoe	1745	\$67.67
590 Super L 4WD w/ backhoe	1746	\$70.25
621	1750	\$91.31
721	1752	\$110.78
821	1754	\$135.32
680E w/ backhoe	1840	\$63.34
680G w/ backhoe	1850	\$62.02
680H w/ backhoe	1852	\$65.07
680K w/ backhoe	1854	\$71.44
680L w/ backhoe	1856	\$72.22
680L 4WD w/ backhoe	1857	\$73.07
780 w/ backhoe	1864	\$82.15
780B w/ backhoe	1866	\$87.34
780C w/ backhoe	1867	\$88.75
780D w/ backhoe	1868	\$89.57
780D 4WD w/ backhoe	1869	\$91.05

**CATERPILLAR**

**[ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
415F2	1850F2	\$63.21
416 w/ backhoe	1860	\$49.81
416 Series II w/ backhoe	1860A	\$50.06
416B 4WD w/ extend-a-hoe	1861A	\$61.30
416C 4WD w/ backhoe	1861C	\$63.26
416D w/ backhoe	1861D	\$58.10
416D 4WD w/ backhoe	1861D4	\$59.27
420D w/ backhoe	1861M	\$65.29
420D 4WD w/ backhoe	1861M4	\$66.46
420E	1861N	\$77.52
420F2	1861N2	\$91.86
426 w/ backhoe	1862	\$56.29
426 Series II w/ backhoe	1862A	\$56.54
426C w/ backhoe	1862C	\$70.06
426C 4WD w/ backhoe	1862C4	\$71.57
428 w/ backhoe	1864	\$56.26
428 Series II w/ backhoe	1864A	\$56.52

430D	1865D	\$78.13	988B 50W serial	2436	\$327.19
430E	1865E	\$82.56	992B 25K serial	2460	\$419.79
436 w/ backhoe	1866	\$61.44	992C	2470	\$620.76
436 Series II w/ backhoe	1866A	\$61.65	IT 12	2472	\$53.76
446 w/ backhoe	1868	\$78.82	IT 12B	2472B	\$62.52
446B w/ backhoe	1868B	\$86.65	IT 14F	2473	\$72.17
446D	1868D	\$89.14	IT 18	2474	\$68.98
450E	1869E	\$107.84	IT 18B	2475	\$77.86
910	1870	\$52.93	IT 28	2476	\$83.81
910E	1870E	\$62.09	IT 28B	2477	\$90.35
916	1885	\$70.34	IT 28F	2477G	\$104.30
920	1894	\$64.69	IT 28G	2478	\$107.71
926	2065	\$83.30	IT 38G	2480	\$124.20
926E	2067	\$89.58	IT 62G	2482	\$170.93
928G	2070G	\$106.21	CLARK	[ CLRK ]	
930 41K serial	2088	\$79.57	<u>Model</u>	<u>Code</u>	<u>Rate</u>
930G	2088G	\$126.07	35C	2484	\$66.56
936	2100	\$100.68	45C	2486	\$77.74
936E	2110	\$109.59	55C	2488	\$94.12
936F	2120	\$113.85	75C	2491	\$122.25
938F	2130	\$115.79	125B	2492	\$159.26
938G	2130G	\$131.13	275B	2496	\$275.76
950 90A serial	2228	\$88.21	275C	2497	\$295.84
950 31K & 81J serial	2270	\$102.84	JOHN DEERE	[ DEER ]	
950B	2272	\$125.71	<u>Model</u>	<u>Code</u>	<u>Rate</u>
950E	2300	\$132.94	JD-210C	2485	\$42.89
950F	2301	\$140.29	JD-210C w/ backhoe	2490	\$42.45
950F Series II	2303	\$144.30	JD-210LE	2495	\$55.82
950G	2310	\$154.53	JD-310A w/ backhoe	2504	\$44.55
950H	2310H	\$177.34	JD-310B w/ backhoe	2506	\$45.29
950M	2310M	\$212.26	JD-310C w/ backhoe	2507	\$50.08
962G	2320G	\$169.55	JD-310D w/ backhoe	2507D	\$55.90
966C	2340	\$147.16	JD-310E w/ backhoe	2507E	\$57.09
966D	2350	\$164.39	JD-310SE w/ backhoe	2507F	\$64.01
966E	2360	\$180.74	310G	2507G	\$58.60
966F	2361	\$184.66	JD-315SE w/ backhoe	2507H	\$64.69
966G	2362	\$205.41	JD-410 w/ backhoe	2508	\$48.48
966H	2362H	\$237.29	JD-410B w/ backhoe	2508B	\$49.23
966K	2362K	\$242.93	JD-410C w/ backhoe	2508C	\$58.18
966M	2362M	\$258.28	JD-410D w/ backhoe	2508D	\$68.58
970F	2370	\$215.52	JD-410E w/ backhoe	2508E	\$72.10
972G	2372G	\$229.54	410G	2508G	\$73.67
972M	2372M	\$270.69	410J 4WD	2508J	\$83.72
980B	2376	\$193.94	410K	2508K	\$89.93
980C	2378	\$229.50	JD-444	2510	\$64.88
980F	2381	\$236.08	JD-444C	2515	\$67.03
980G	2382	\$259.73	JD-444D	2520	\$69.46
980H	2382H	\$281.65	JD-444E	2521	\$75.00
982M	2385M	\$370.87	JD-500C w/ backhoe	2592	\$62.88
988 87A6868 serial	2398	\$238.25			

JD-510 w/ backhoe	2620	\$59.19	FR 20	3050	\$170.33
JD-510B w/ backhoe	2625	\$55.92	FR 30	3051	\$221.70
JD-510C w/ backhoe	2630	\$66.36	FR 20B	3051B	\$188.09
JD-510D w/ backhoe	2630D	\$77.68	FR 35	3052	\$292.15
JD-544B	2660B	\$80.36	FORD	[ FORD ]	
JD-544C	2660C	\$82.10	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-544D	2660D	\$80.93	545C	3054	\$46.16
JD-544E	2660E	\$89.35	650 w/ backhoe	3056	\$51.31
JD-544G	2660G	\$97.44	655A w/ backhoe	3056F	\$56.25
544J	2660J	\$126.14	655C w/ backhoe	3056G	\$61.10
544K	2660K	\$140.97	750 w/ backhoe	3057	\$66.53
JD-610B w/ backhoe	2690	\$63.94	755 w/ backhoe	3061	\$69.97
JD-610C w/ backhoe	2691	\$73.49	755B w/ backhoe	3063	\$79.42
JD-624E	2700	\$106.56	755A w/ backhoe	3065	\$77.90
JD-624G	2700G	\$119.42	A-62	3114	\$68.58
JD-624H	2700H	\$130.92	A-64	3116	\$83.26
JD-644B	2710	\$111.07	A-66	3118	\$107.94
JD-644C	2715	\$114.22	FURUKAWA	[ FURU ]	
JD-644D	2717	\$118.84	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-644E	2719	\$127.35	FL 320A	3120M	\$153.87
JD-644G	2719B	\$142.91	FL 330	3120S	\$167.59
JD-644H	2719H	\$152.69	HOUGH	[ HOUG ]	
644J	2719J	\$167.12	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-710B w/ backhoe	2720	\$82.23	H65C	3578	\$108.10
JD-710C w/ backhoe	2721	\$91.10	H-90E	3884	\$184.90
JD-710D w/ backhoe	2722	\$97.58	H-100C	3954	\$218.77
JD-710D 4WD w/ backhoe	2722D	\$99.68	INTERNATIONAL	[ INTL ]	
710G	2722G	\$102.79	<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD-744H	2723	\$207.07	260A	2260	\$49.96
744J	2723J	\$241.43	260A w/ backhoe	2270	\$51.74
JD-844	2725	\$204.15	270A w/ backhoe	2280	\$56.99
			280A w/ backhoe	2285	\$69.25
DRESSER	[ DRES ]		J C B	[ JCB ]	
<u>Model</u>	<u>Code</u>	<u>Rate</u>	<u>Model</u>	<u>Code</u>	<u>Rate</u>
510B	2310	\$62.73	214S w/ backhoe	4430	\$67.24
510C	2310C	\$83.19	215S w/ backhoe	4435	\$73.65
515B	3517	\$81.65	217S w/ backhoe	4440	\$77.23
515C	3517C	\$98.11	3C 1550 2WD w/ hoe	4448	\$48.22
520B	3519	\$94.18	3D 1700 4WD w/ hoe	4450	\$63.95
520C	3519C	\$116.76	1400B w/ backhoe	4455	\$54.59
530	3520	\$131.47	1550B w/ backhoe	4457	\$62.48
530C	3520C	\$140.92	1600B w/ backhoe	4458	\$71.72
540	3530	\$177.24	1700B w/ backhoe	4459	\$72.89
550	3540	\$177.85	FIAT-ALLIS	[ F-A ]	
			<u>Model</u>	<u>Code</u>	<u>Rate</u>
			545B	3042	\$77.56
			745C	3046	\$152.47
			FR 10	3049H	\$81.51
			FR 10B	3049I	\$88.04
			KAWASAKI	[ KAWA ]	
			<u>Model</u>	<u>Code</u>	<u>Rate</u>
			60Z IV	4300	\$90.88
			65Z IV	4310	\$101.46



KSS 80Z II	4330	\$132.06	655E w/ backhoe	0130	\$71.39
80Z III	4335	\$151.33	675D 4WD w/ backhoe	0140	\$68.92
80Z IV	4340	\$153.58	675E 4WD w/ backhoe	0150	\$81.51
85Z IV	4345	\$193.54			
90Z III	4350	\$214.83	TEREX	[ TERX ]	
90Z IV	4355	\$219.27	<u>Model</u>	<u>Code</u>	<u>Rate</u>
95Z IV-2	4360	\$279.08	70C	7938	\$193.70

**KOMATSU [ KOMA ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
W 120-3	4520	\$155.53
W 180-1	4525	\$219.87
WA 200-1	4536	\$87.04
WA 250-1	4537	\$118.59
WA 300-1	4538	\$113.93
WA 320-1	4539	\$138.39
WA 350-1	4540	\$133.59
WA 380-1	4541	\$164.59
WA 380-3	4541C	\$163.46
WA 400-1	4542	\$159.72
WA 420-3	4543C	\$187.53
WA 450-1	4544	\$197.20
WA 450-2	4544B	\$221.74
WA 450-3	4544C	\$223.86
WA 470-1	4545	\$216.58
WA 500-1	4546	\$258.11
WA 600-1	4550	\$380.23
WB 140-2 4WD	4700	\$70.14
WB 150-2 4WD	4710	\$80.66

72-61	8036	\$238.40
72-71B	8055	\$308.95
72-81	8080	\$361.31

**VOLVO-MICHIGAN-EUCLID [ VME ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
175B	6186	\$199.08
175C	6186C	\$223.07
275B	6330	\$252.63
275C	6330C	\$295.84
L-70C	9570C	\$99.93
L-90	9575	\$119.56
L-120	9595	\$155.48
L-120C	9595C	\$161.82
L-150C	9598C	\$200.66
L-160	9600	\$208.45
L-180C	9602C	\$224.60
L-190	9605	\$241.76
L-250G	9606G	\$359.17

**LEADS, PILE DRIVING [ LEADS ]**

DELAY FACTOR = 0.47      OVERTIME FACTOR = 0.58

**FIXED [ FIXD ]**

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)

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	16.8 (55) (w/o spotter)	0100	\$24.96
16.8 (55)	32.0 (105) (w/o spotter)	0200	\$31.80
over	32.0 (105) (w/o spotter)	0300	\$39.83
0	16.8 (55) (w/ spotter)	1100	\$42.21
16.8 (55)	32.0 (105) (w/ spotter)	1200	\$50.35
over	32.0 (105) (w/ spotter)	1300	\$59.68

**SWINGING [ SWNG ]**

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).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	16.8 (55) (w/o spotter)	0400	\$16.54
16.8 (55)	32.0 (105) (w/o spotter)	0500	\$23.01
over	32.0 (105) (w/o spotter)	0600	\$31.04
0	16.8 (55) (w/ spotter)	1400	\$33.79

**MASSEY FERGUSON [ M-F ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MF 44C	5143	\$83.99
MF 50H Series S	5150	\$50.01
MF 50H Series S, 4WD	5152	\$50.75
MF 50HX Series S	5154	\$54.04
MF 50HX Series S, 4WD	5156	\$54.98
MF 55C	5170	\$107.64
MF 60 w/ backhoe	5171	\$52.26
MF 60H Series S w/ hoe	5172	\$56.48
MF 66C	5174	\$136.84
MF 80 w/ backhoe	5182	\$75.01
MF 88	5184	\$217.31
640	6000	\$50.07
650	6010	\$53.69

**NEW HOLLAND [ NHND ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
545D	0100	\$47.80
575E w/ backhoe	0110	\$66.69
655D w/ backhoe	0120	\$59.77

16.8 (55)	32.0 (105)	(w/ spotter)	1500	\$41.57
over	32.0 (105)	(w/ spotter)	1600	\$50.89

<b>NON-OPERATED EQUIPMENT (DAILY RATES) [ NONOP ]</b>
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**DELAY FACTOR = 0.57                      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	\$0.07
Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf)	0140	\$0.11
Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf)	0150	\$0.25
Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf)	0160	\$0.32
Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf)	0170	\$0.36
Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf)	0180	\$0.48
Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight)	0190	\$0.05
Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf)	0200	\$0.03
Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf)	0210	\$1.54
Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	0220	\$1.75
Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf)	0230	\$2.63

**SCAFFOLDING, SHORING,                      [ SSFW ]**

**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	\$53.48
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	0320	\$59.27
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	0330	\$65.14
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	0340	\$3.25
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	0350	\$3.44
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	0360	\$2.96
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	0370	\$3.20

Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm ( 6x12 girder panel, per sf)	0380	\$0.19
Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	0390	\$0.05
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	0410	\$0.66
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	0420	\$1.49
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	0430	\$1.96
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	0440	\$0.92
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	0450	\$1.40
Scaffolding, spider staging, plus air compressor	0460	\$29.77
Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring, 3.5' deep x 88" wide trench, per section)	0510	\$1.53
Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deepx12' wide trench box, per 24')	0515	\$14.04
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	0520	\$1.61
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	0530	\$1.42
Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deepx88" wide trench, per section)	0540	\$1.70
Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deepx15' wide trench box, per 10')	0550	\$11.58
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	\$22.84
Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deepx8' max trench box, per 16')	0570	\$20.51
Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deepx8' max trench box, per 24')	0580	\$28.52
Wood, 50 mm x255 mm, per 30.5 m (Wood, 2"x10", per 100 lf)	0605	\$0.19
Wood, 50 mm x305 mm, per 30.5 m (Wood, 2"x12", per 100 lf)	0610	\$0.24
Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	0615	\$0.16
Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	0620	\$0.24
Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	0625	\$0.34
Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	0630	\$0.51
Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	0635	\$0.84
Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	0640	\$1.36
Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	0645	\$1.66

Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	<b>0650</b>	\$1.87
Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	<b>0655</b>	\$1.62
Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	<b>0660</b>	\$0.35
Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	<b>0670</b>	\$0.04

<b>TANK</b>	<b>[ TANK ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
Tank, metal, 0-2270 liters (0-600 gallons)	<b>0710</b>	\$0.91
Tank, metal, 2270-4540 liters (600-1200 gal)	<b>0720</b>	\$1.24
Tank, metal, 4540-9840 liters (1200-2600 gal)	<b>0730</b>	\$3.09
Tank, metal, 22 710 liters (6000 gallons)	<b>0740</b>	\$6.21
Tank, metal, 28 390 liters (7500 gallons)	<b>0750</b>	\$7.79
Tank, metal, 30 280 liters ( 8000 gallons)	<b>0760</b>	\$8.24
Tank, metal, 37 850 liters (10000 gallons)	<b>0770</b>	\$9.14

<b>TRAFFIC SAFETY</b>	<b>[ TRAF ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
Crash cushion barrel, filled, each	<b>0810</b>	\$1.33
K-rail, temporary concrete barrier, per 6.1 m (20 lf)	<b>0820</b>	\$0.59

<b>PAVEMENT GRINDERS, DIAMOND BLADES</b>	<b>[ PGDIA ]</b>
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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.

<b>CONCUT</b>	<b>[ CCUT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
BC-38 (136 blades)	<b>0500</b>	\$216.12
BC-244 (187 blades)	<b>0505</b>	\$263.69
BC-1268 (48 blades)	<b>0510</b>	\$81.21

<b>CUSHION CUT</b>	<b>[ CUCT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HG-130A (127 blades)	<b>0600</b>	\$201.67
PC-390(171 blades)	<b>0610</b>	\$316.68

<b>PENHALL</b>	<b>[ PENH ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
G-38 (172 blades)	<b>0800</b>	\$407.43

<b>TARGET</b>	<b>[ TARG ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
CG-65 (41 blades)	<b>0900</b>	\$118.50
PRM-3804 (170 blades)	<b>0905</b>	\$450.07

<b>PAVEMENT GRINDERS, TUNGSTEN- CARBIDE BITS</b>	<b>[ PGT-C ]</b>
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**DELAY FACTOR = 0.11**      **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.

<b>BARBER-GREENE</b>	<b>[ B-G ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
RX-20	<b>0100</b>	\$217.75
RX-30	<b>0105</b>	\$346.11
RX-40B	<b>0110</b>	\$406.38
RX-50	<b>0115</b>	\$476.68
RX-80B	<b>0120</b>	\$805.42

<b>CATERPILLAR</b>	<b>[ CAT ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
PM-800	<b>0200</b>	\$618.44
PR-105	<b>0201</b>	\$103.33
PR-275	<b>0205</b>	\$286.03
PR-450	<b>0210</b>	\$426.37
PR-750	<b>0215</b>	\$637.32
PR-750B	<b>0216</b>	\$663.10
PR-1000	<b>0220</b>	\$871.03

<b>C.M.I.</b>	<b>[ CMI ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
PR-275 RT	<b>0150</b>	\$273.96
PR-375	<b>0155</b>	\$352.90
PR-450	<b>0160</b>	\$405.45
PR-525	<b>0165</b>	\$446.78
PR-500FL	<b>0170</b>	\$482.13
PR-750	<b>0175</b>	\$620.09
PR-800-7	<b>0177</b>	\$674.84
PR-1000	<b>0180</b>	\$721.02

<b>INGERSOLL-RAND</b>	<b>[ I-R ]</b>	
<u>Model</u>	<u>Code</u>	<u>Rate</u>
MW-175	<b>0280</b>	\$120.74
MW-250	<b>0285</b>	\$128.81
MW-250C	<b>0286</b>	\$154.49
MT-6520 (crawler)	<b>0300</b>	\$391.57
MW-6520	<b>0305</b>	\$279.11
MW-6520HC	<b>0310</b>	\$366.45
MT-7000	<b>0315</b>	\$498.20

**WIRTGEN**

**[ WIRT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300VC	0380	\$45.74
1000VC	0390	\$173.37
1900DC	0395	\$413.62
2000VC	0400	\$403.45
2100VC	0402	\$523.06
2200VC	0405	\$691.58
3500VC	0410	\$703.97
4200VC	0420	\$721.97

**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	\$4.63
0.6 (10)	1.3 (20)	010-020	\$7.34
1.3 (20)	1.9 (30)	020-030	\$8.34
1.9 (30)	3.2 (50)	030-050	\$31.66
3.2 (50)	7.9 (125)	050-125	\$36.84
7.9 (125)	15.8 (250)	125-250	\$43.06

**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	\$0.09
60 (2.5)	80 (3)	2.5-3.5	\$0.15
80 (3)	100 (4)	3.5-4	\$0.22
100 (4)	150 (6)	4-6	\$0.35

**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	\$0.06
60 (2.5)	90 (3.5)	2.5-3.5	\$0.12
90 (3.5)	100 (4)	3.5-4	\$0.18
100 (4)	150 (6)	4-6	\$0.24

**ROLLERS, TANDEM STEEL WHEELS**

**[ ROL-2 ]**

**DELAY FACTOR = 0.09      OVERTIME FACTOR = 0.92**  
Includes all attachments and accessories.

**BOMAG**

**[ BMAG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW-4AS	1150	\$32.35
BW-6AS	1155	\$34.06
BW-10AS	1160	\$58.70
BW-12AS	1165	\$59.52

**DRESSER**

**[ DRES ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S3-5B	2500	\$42.67
S8-12A	2520	\$55.86
S10-14A	2525	\$56.68

**FERGUSON**

**[ FERG ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-5 ton	4048	\$26.67
3-5A	4048A	\$28.07
4-6A	4142A	\$28.22
5-8 ton	4236	\$63.61
5-8A	4240	\$47.59
8-12 ton	4424	\$49.52
8-12B	4424B	\$51.30
8-12A	4430	\$48.64
10-14 ton	4450	\$50.47
10-14A	4455	\$49.19
10-14B	4455B	\$51.90

**GALION**

**[ GALN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4-6 ton roll-o-static	4650	\$42.01
S4-6A, S4-6B	4670	\$44.75
5-8 ton roll-o-static	4800	\$48.93
S5-8A	4820	\$51.26
8-10.5 ton roll-o-static	4988	\$49.61
S8-10.5A	5000	\$52.00
8-12 ton roll-o-static	5176	\$49.94
S8-12A	5190	\$52.69

**HYSTER**

**[ HYST ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 330A 3-5 ton	6520	\$44.50
C 330B 3-5 ton (Hypac)	6520B	\$33.29
C 330A 4-6 ton	6525	\$45.93
C 330B 4-6 ton (Hypac)	6526	\$35.55
C 340A 5-8 ton	6530	\$55.25
C 340A 8-10 ton	6540	\$55.83
C 340B 5-8 ton	6545	\$47.86

C 340C 5-8 ton (Hypac)	6546	\$49.95
C 340B 8-10 ton	6548	\$48.62
C 340C 8-10 ton (Hypac)	6549	\$50.45
C 350B 8-12 ton	6710	\$56.77
C 350B 10-14 ton	6740	\$57.29
C 350C 8-12 ton	6750	\$49.97
C 350C 10-14 ton	6755	\$50.71
C 350D 8-12 ton	6757	\$51.51

**INGRAM [ INGM ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
4-6 ton FB	6900	\$33.57
5-6.5 ton FB	6965	\$35.20
8-12 ton HB	7175	\$48.84
10-14 ton HB	7275	\$49.48

**REXNORD [ RXND ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-5 ton	8566	\$32.78
4-6 ton	8572	\$33.39
5-8 ton	8578	\$75.32
7-10 ton	8584	\$75.52
8-12 ton	8590	\$75.89
10-14 ton	8596	\$76.25

**ROLLERS, RUBBER TIRE, SELF PROPELLED [ ROLRT ]**

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.87  
Includes all attachments and accessories.

**BUFFALO-BOMAG [ B-B ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BW 20R	2624	\$55.44

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
PS 110	3460	\$53.11
PS 130	3465	\$52.49
PS 180	3470	\$54.83
PS 200B	3480	\$69.50

**DYNAPAC [ DYPC ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CP 15	3500	\$51.23
CP 21	3510	\$61.74
CP 27	3520	\$80.21

**GALION [ GALN ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3500	4310	\$55.55
P 3000	4315	\$49.67
P 3500A	4320	\$55.05

**HYSTER [ HYST ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 530A	5401	\$52.75
C 550A	5494	\$59.77

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

DELAY FACTOR = 0.09 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	\$108.18
K 301	1635	\$118.68
K 401	1638	\$137.63

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
815	2300	\$122.99
815B	2310	\$176.74
815F	2320	\$191.20
825B	2500	\$208.26
825C	2510	\$261.63
835	2700	\$266.99

**RAYGO [ RAGO ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
30	6490	\$104.62
45	6500	\$157.06
RAM PAK 45	6505	\$167.53

**REXNORD [ RXND ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-30	7120	\$125.34
3-35 PACTOR	7127	\$148.34
3-45 PACTOR	7130	\$190.91
3-50, 3-50A PACTOR	7140	\$217.57
3-55, 3-55B PACTOR	7150	\$253.69

**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 ]**

Model	Code	Rate
1220 mm x1220 mm (4'X4') & under	4X4	\$2.36
over 1220 mm (4') - not over 1520 mm (5')	4X5	\$2.67
over 1520 mm (5')	5	\$4.84

**DOUBLE DRUM UNIT [ DDRU ]**

Model	Code	Rate
1220 mm x1220 mm (4'X4') & under, each	4X4	\$5.70
over 1220 mm (4') - not over 1520 mm (5'), each	4X5	\$17.25
over 1520 mm (5'), each	5	\$31.82

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

DELAY FACTOR = 0.15 OVERTIME FACTOR = 0.86

Includes all attachments and accessories.

**BUFFALO-BOMAG [ B-B ]**

Model	Code	Rate
BW 210	2060	\$81.65
BW 210A	2070	\$83.73
BW 213	2080	\$82.80
BW 214	2090	\$84.61

**BOMAG [ BMAG ]**

Model	Code	Rate
BW 35	0700	\$7.89
BW 60, 60S	0800	\$12.52
BW 65, 65S	0900	\$8.59
BW 75, 75S	1000	\$14.00
BW 85T	1200	\$24.61
BW 90	1300	\$16.62
BW 100AD-3	1325C	\$43.07
BW 120AD	1350	\$44.02
BW 142PD	1359	\$49.29
BW 151AD	1365	\$70.62
BW 170AD, D	1380	\$63.02
BW 172AD, D	1385	\$62.91
BW 202AD	1400	\$96.72

**BROS [ BROS ]**

Model	Code	Rate
VM 255	2023	\$63.07
VM 268, VM 268H	2024	\$77.49
VM 278	2025	\$121.58

**CASE [ CASE ]**

Model	Code	Rate
50B	2228	\$9.26
W 251	2400	\$30.65
252, W 252	2405	\$40.65
752, W 752	2450	\$68.37
1102, W 1102	2500	\$91.92
1102D, W 1102D	2505	\$91.48
602D	2510	\$62.87
752B	2520	\$71.33

**CATERPILLAR [ CAT ]**

Model	Code	Rate
CB 54	7000	\$121.06
CS 56	7020	\$133.25
CB 64	7400	\$137.24
CB 214	8025	\$39.40
CB 214B	8026	\$40.69
CB 224	8030	\$40.56
CB 224B	8031	\$42.65
CB 224C	8031C	\$43.50
CB 224E	8031E	\$45.59
CB 314	8035	\$42.46
CP 323 padfoot drum	8040	\$67.10
CS 323 smooth drum	8042	\$65.31
CB 414	8045	\$63.94
CS 431	8050	\$59.97
CS 431B	8051	\$82.81
CP 433 padfoot drum	8055	\$66.76
CP 433B padfoot drum	8056	\$89.44
CP 433E	8056E	\$104.44
CS 433 smooth drum	8060	\$68.43
CS 433B smooth drum	8061	\$86.35
CB 434	8062	\$73.92
CB 434D	8062D	\$87.35
CB 514	8065	\$81.47
CB 534	8067	\$105.78
CB 534C	8067C	\$100.20
CB 534D OR XW	8067D	\$126.76
CS 551	8070	\$117.66
CP 553 padfoot drum	8075	\$122.71
CS 553 smooth drum	8080	\$118.98
CP 563 padfoot drum	8082	\$124.15
CS 563 smooth drum	8083	\$120.11
CS 563C	8083C	\$125.17
CB 614	8085	\$129.25
CB 634	8095	\$126.47
CB 634C	8095C	\$126.91

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	\$18.33	C 612B	3450	\$70.45						
A 36V, A 36D	2405	\$43.72	C 610A	3500	\$55.31						
CA 12	2409A	\$59.35	C 610B	3540	\$68.58						
CA 12D	2409B	\$49.55	C 615B	3562	\$70.82						
CA 12PD	2409E	\$50.06	C 617B	3563	\$71.33						
CA 12PDB strikeoff blade	2409H	\$47.29	C 620B	3566	\$70.18						
CA 15	2410	\$77.65	C 625B	3570	\$71.98						
CA 15A	2420	\$66.96	C 627B	3572	\$72.68						
CA 15D	2421	\$81.30	C 727A	3572E	\$104.07						
CA 20D	2422	\$65.92	C 748A (Hypac/Hyster)	3572F	\$46.53						
CA 15PD	2425	\$67.63	C 766A	3572G	\$90.47						
CA 25	2430	\$99.27	C 766B (Hypac/Hyster)	3572H	\$109.17						
CA 25S	2440	\$97.69	C 850A	3572J	\$111.32						
CA 25A, CA 25D	2450	\$102.44	C 850B (Hypac/Hyster)	3572K	\$127.70						
CA 25PD	2455	\$105.76	C 852A	3572N	\$117.13						
CA 25T	2460	\$90.99	C 852B (Hypac/Hyster)	3572P	\$131.40						
CA 30	2462	\$103.96	C 860A	3572S	\$115.76						
CA 30D	2464	\$108.70	C 860B (Hypac/Hyster)	3572T	\$124.78						
CA 51S, CA 51D	2466	\$129.59	INGERSOLL-RAND			[ I-R ]					
CA 55D	2468	\$132.61	<u>Model</u>	<u>Code</u>	<u>Rate</u>						
CA 151PDB	2469	\$93.26	DD 22	3565	\$52.08						
CC 10, CC 10 series II	2470	\$39.80	DD 23	3570	\$38.33						
CC 10A	2472	\$35.22	DD 24	3572	\$50.54						
CC 102	2472C	\$42.04	DA 30	3573	\$40.16						
CC 12	2472E	\$43.67	DD 35	3573C	\$41.72						
CC 14	2473	\$62.89	DA 40	3573E	\$70.56						
CC 21	2474	\$63.45	DA 41	3573G	\$73.04						
CC 21 II	2474B	\$66.77	DD 34HF	3573HF	\$61.00						
CC 211	2474C	\$76.06	DA 48	3573M	\$98.58						
CC 42 II Dynatronic	2475	\$103.50	DA 50	3574	\$98.47						
CC 42A	2476	\$102.37	DD 65	3574A	\$74.18						
CC 50	2482	\$114.72	DF 84	3574B	\$161.86						
CC 50A	2488	\$127.39	DS 84	3574C	\$158.42						
CC 50PD	2488E	\$198.07	DD 90	3574D	\$104.21						
CC 50S	2489	\$189.46	DD 110	3574F	\$115.88						
DD 18	2498	\$16.23	DD 130	3574H	\$155.00						
300V	2499E	\$21.07	DD 145	3574J	\$133.89						
2100V	2499H	\$19.79	SPA 56	3810	\$75.49						
ESSICK			[ ESIK ]								
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SP 48	3880	\$74.87						
VR 30RE	2700	\$11.96	SP 48DD	3885	\$76.56						
VR 42RE	2820	\$30.53	SPF 48	3890	\$78.99						
V 30WR, V 30W2-R	2902	\$13.33	SPF 48B	3892	\$80.27						
			SP 54	4000	\$77.09						
			SP 54DD	4005	\$79.19						
			SPA 54	4010	\$78.02						
			SPF 54	4020	\$84.57						
			SP 56	4030	\$89.07						

SP 56DD	4035	\$92.11	RAYGO	[ RAGO ]		
SP 56DH	4037	\$126.69				
SPF 56	4040	\$94.25	<u>Model</u>		<u>Code</u>	<u>Rate</u>
SPF 56B	4050	\$97.32	1-36 REBEL		4805	\$18.66
SPF 56DH	4080	\$128.26	2-36 ROMPER		4810	\$40.77
SPF 56DHB	4090	\$132.37	2-66 RANGER		4820	\$100.56
SP 60	4100	\$163.11	2-84 RANGER		4830	\$140.93
SP 84	4105	\$131.73	220A RASCAL		4840	\$58.83
SP 60DD	4110	\$185.09	320A RASCAL		4876	\$70.37
SPF 60	4120	\$190.02	320S RASCAL		4890	\$67.50
SPF 60B	4130	\$198.44	400A RASCAL		5010	\$71.32
SPF 60C	4132	\$174.68	404B RUSTLER		5110	\$76.94
SPF 84	4133	\$133.54	410A RASCAL		5150	\$75.10
SPF 84B	4134	\$138.24	600A RASCAL		5220	\$96.12
SD 40D	4138	\$67.32	4000 RASCAL		5235	\$105.95
SD 40F w/ blade	4138FB	\$68.92	4200 RASCAL		5236	\$112.25
SD 70	4139	\$77.78	4404 RUSTLER		5236E	\$42.17
SD 100	4140	\$96.30	RAMMAX	[ RAMX ]		
SD 100D	4140D	\$117.60	<u>Model</u>		<u>Code</u>	<u>Rate</u>
SD 100F	4140F	\$118.19	P 33/24		4605	\$22.88
SD 115D	4141D	\$148.20	P 33/24 w/ remote		4606	\$22.13
SD 150D	4143D	\$159.34	P 51		4625	\$87.51
			S 51		4630	\$47.37
<b>KOEHRING-BOMAG</b>	[ KOBO ]		P 47		5290	\$44.83
<u>Model</u>	<u>Code</u>	<u>Rate</u>	SAKAI	[ SAKI ]		
BW 120AC	4168E	\$43.24	<u>Model</u>		<u>Code</u>	<u>Rate</u>
BW 120AD	4169	\$43.99	SV 70		8025	\$70.93
BW 121AD	4193	\$39.62	SV 70D		8026	\$73.43
BW 130AD	4193E	\$45.90	SV 91		8050	\$107.37
BW 140AD	4194	\$71.02	SV 91D		8051	\$109.45
BW 141AC	4194B	\$67.74	SV 200D		8060	\$53.18
BW 141AD	4194E	\$63.18	TAMPO	[ TAMP ]		
BW 142D	4194H	\$47.29	<u>Model</u>		<u>Code</u>	<u>Rate</u>
BW 172	4212	\$59.86	RP 16D (HD)		5990	\$67.65
BW 172D	4212E	\$62.42	RP 28D		5995	\$90.66
BW 213D	4237	\$99.82	RP 48D		6110	\$120.98
BW 214D	4238	\$122.05	RP 58D		6115	\$108.78
BW 215D	4240	\$121.54	RS 16 (HD)		6170	\$64.61
BW 217D	4242	\$152.66	RS16A (HD)		6180	\$66.68
BW 220D	4250	\$115.56	RS 16D (HD)		6185	\$67.21
<b>MIKASA</b>	[ MIKA ]		RS 28C		6315	\$86.31
<u>Model</u>	<u>Code</u>	<u>Rate</u>	RS 28D		6320	\$87.60
MDR 7DW	4404	\$10.61	RS 58D		6327	\$107.23
MDR 9G	4405	\$14.92	RS 156A		6340	\$70.37
MDR T38S	4407	\$10.76	RS 166A		6350	\$93.17
MRV 10GA	4409	\$16.53	RS 188A		6370	\$120.01
			RS 210		6400	\$92.20



**WACKER [ WACK ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
R 900	7850	\$27.24
R 1000	7855	\$43.29
W 55T	7860	\$13.03
W 74L, W 74T	7880	\$12.90
W 74	7890	\$12.54
W 75	7900	\$13.76
WDH 84	7910	\$18.10
WDH 86-110	7912	\$22.31
WHK 90, WHK 90L	7915	\$22.60

**SHOVELS & CRANES CRAWLER [ S&CCL ]**

**DELAY FACTOR = 0.18 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	\$81.35
LS 78 pipeliner	4724	\$83.51
LS 98	4826	\$93.66
LS 98 pipeliner	4852	\$100.52
LS 98A	4924	\$94.81
LS 108B	4980	\$104.71
LS 108D	4981	\$133.18
LS 118	4998	\$152.90
LS 218H	5010	\$249.31
LS 318	5012	\$152.04
LS 338	5020	\$164.05
LS 518	5124	\$240.93

**MANITOWOC [ MTWC ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
222EX (WEST)	5600	\$307.13
2900 WC	5764	\$137.16
3000 W	5812	\$179.72
3900B (100 ton)	6036	\$226.95
3900 W VICON series 2	6132	\$290.30
4000 W VICON	6180	\$265.66
4100 W VICON series 1	6196	\$389.81
4100 W VICON series 2	6198	\$399.80
4600 VICON series 1	6328	\$578.35
4600 VICON series 3	6332	\$677.67

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

<u>Model</u>	<u>Code</u>	<u>Rate</u>
535	7716	\$138.50
550	7748	\$144.95
670 WLC	7892	\$167.12

**SHOVELS & CRANES, TRUCK MOUNTED [ S&CTK ]**

**DELAY FACTOR = 0.21 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	\$132.49
5530	1080	\$225.47
7450	1130	\$136.96
7460	1140	\$187.97
7530	1170	\$211.57
8460	1178	\$265.35
8470	1179	\$411.18

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

<u>Model</u>	<u>Code</u>	<u>Rate</u>
HC 48A	4332	\$81.64
HC 108B	4960	\$102.52
HC 108C	4970	\$138.33
HC 138	4992	\$105.27
HC 138A	4995	\$224.44
HC 218	5050	\$140.32
HC 218A	5051	\$224.16
HC 228H	5054	\$271.02
HC 238A, 238B	5065	\$224.17

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

<u>Model</u>	<u>Code</u>	<u>Rate</u>
440 TC	7240	\$99.74
650A TC	7720	\$141.90
670 TC	7790	\$145.85
790 TC	7880	\$139.22
8115A TC	7950	\$191.01

**SANBLASTING EQUIPMENT [ SANBL ]**

**DELAY FACTOR = 0.52 OVERTIME FACTOR = 0.52**  
 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	\$1.99
159 (350)	272 (600)	035-060	\$2.63
272 (600)	454 (1000)	060-100	\$2.66
454 (1000)	680 (1500)	100-150	\$3.34
680 (1500)	907 (2000)	150-200	\$3.72

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

**DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.90**

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).

<u>Model</u>		<u>Code</u>	<u>Rate</u>
>3.7 (5)	30 amps @ 120V	5-HP	\$3.76

**SAWS, CONCRETE AND MASONRY [ SAWCO ]**

**DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.87**

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	\$4.29
7.5 (10)	14.9 (20)	10-20	\$9.77
14.9 (20)	24.6 (33)	20-33	\$19.42
24.6 (33)	33.6 (45)	33-45	\$22.45
33.6 (45)	48.5 (65)	45-65	\$26.91

**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 = 0.12 OVERTIME FACTOR = 0.89**

Includes all attachments and accessories.

**CATERPILLAR [ CAT ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
613	1395	\$88.47
613B	1400	\$97.47
613C	1402	\$120.74
615	1415	\$167.34
615C	1416	\$182.07
621B cushion hitch	1680	\$214.01
623B	1700	\$219.64
623E	1702	\$257.89
623F	1703	\$268.44
627B push pull	1770	\$284.84

627E non push-pull	1772	\$301.28
627E push-pull	1773	\$306.21
631C 67M5012 serial	2170	\$247.94
631D	2180	\$300.87
631E	2185	\$325.76
633C non cushion hitch	2305	\$244.45
633C cushion hitch	2315	\$244.36
633C 66M693 serial	2320	\$253.53
633D	2330	\$311.18
637 cushion, non-push-pull	2375	\$368.83
637 non-cushion, push-pull	2410	\$371.13
637D non push-pull	2460	\$442.60
637D push-pull	2470	\$446.70
639D	2475	\$456.80
637E	2476	\$477.30
637E push-pull	2477	\$482.92
641B non cushion hitch	2620	\$312.37
641B cushion hitch	2655	\$357.85
651B non cushion hitch	2935	\$363.82
651B cushion hitch	2970	\$366.37
651E	2975	\$438.71
657B non cushion, non p-p	3360	\$584.50
657B cushion, push-pull	3370	\$591.23
657E non push-pull	3375	\$672.40
657E push-pull	3380	\$692.07
660B	3470	\$340.82
666B	3600	\$551.01

**JOHN DEERE [ DEER ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 760A	3845	\$88.23
JD 762	3860	\$107.97
JD 762A	3865	\$112.33
JD 762B	3866	\$129.11
JD 860A	3920	\$128.79
JD 860B	3930	\$135.39
JD 862	3940	\$158.85
JD 862B	3942	\$190.04

**INTERNATIONAL [ INTL ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
412B	5631	\$108.25
431B	5637	\$210.91
433B	5643	\$311.19

TEREX [ TERX ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
S 11EB	8245	\$87.48
S 23E 33TOT-H-93SH, elev	8250	\$203.43
S 24 49LOT-76SH serial	8260	\$262.87
S 24B 023-024 serial	8270	\$314.89
S 24C	8275	\$338.62

WABCO [ WAB ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
101F	8570	\$101.77
101G	8575	\$101.02
111A	8640	\$95.86
222G	8700	\$187.41
222H	8704	\$210.40

<b>TRACTORS, CRAWLER [ TRACC ]</b>
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**DELAY FACTOR = 0.13      OVERTIME FACTOR = 0.88**  
 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	\$41.00
350B	1825	\$43.17
450	1868	\$34.88
450B	1869	\$39.17
450C	1869E	\$44.56
475	1870	\$57.72
550	2000	\$46.73
650	2100	\$55.29
850	2128	\$47.43
850B	2130	\$51.05
850C	2135	\$55.43
850D	2140	\$58.55
1150B	2250	\$70.78
1150C	2255	\$76.64
1150D	2257	\$79.16
1150E	2258	\$81.94

CATERPILLAR [ CAT ]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-3	2340	\$41.15
D-3B	2345	\$45.15
D-3 LGP	2350	\$41.81
D-3B LGP	2355	\$46.44
D-3B SA	2370	\$50.66
D-3C	2380	\$47.68
D4C Series III	2450	\$60.52
D-4D	2655	\$49.61

D-4E direct drive	2660	\$51.79
D-4E power shift	2665	\$53.13
D-4H	2670	\$67.07
D-4H LGP	2675	\$66.33
D-4H Series II	2680	\$68.36
D-4E SA	2772	\$63.36
D-4E LGP power shift	2780	\$53.33
D-4E LGP direct drive	2782	\$53.33
D-4G XL	2790XL	\$61.18
D-5	3194	\$70.99
D-5B power shift	3206	\$74.51
D-5B SA	3325	\$81.85
D-5B LGP	3345	\$77.28
D-5C	3346	\$65.93
D-5H	3347	\$88.35
D-5H Series II	3348	\$92.55
D-5H LGP	3350	\$91.50
D-6C direct drive	3645	\$92.51
D-6C power shift	3688	\$93.17
D-6C LGP	3710	\$95.75
D-6D	3720	\$104.50
D-6D SA	3725	\$118.23
D-6D LGP	3730	\$104.89
D-6H	3732	\$119.45
D-6H Series II	3733	\$124.31
D-6H LGP	3735	\$124.18
D-6M LGP	3745	\$113.87
D-6N XL	3755	\$117.08
D-6R DS	3800	\$130.05
D-6R XL	3815	\$136.79
D-7G	4180	\$156.10
D-7G LGP	4200	\$151.62
D-7G SA	4210	\$170.30
D-7H	4215	\$162.14
D-7H Series II	4216	\$172.05
D-7H LGP	4220	\$168.85
D-8K	4858	\$211.05
D-8L	4862	\$250.64
D-8L SA	4863	\$275.54
D-8N	4864	\$223.15
D-8R	4870	\$244.41
D-8T	4880	\$296.78
D-9H	5160	\$282.23
D-9L	5165	\$334.24
D-9N	5170	\$283.36
D-9R	5175	\$328.88
D-10	5220	\$511.81
D-10N	5225	\$408.12
D-10R	5227	\$454.19
D-11N	5230	\$631.16

JOHN DEERE			[ DEER ]	FD 40	6061E	\$338.32
<u>Model</u>	<u>Code</u>	<u>Rate</u>		KOMATSU	[ KOMA ]	
JD 350C	5360	\$45.36		<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 350D	5365	\$51.02		D 21P-6	7965	\$49.16
JD 400G	5405	\$42.22		D 31A-16	7970	\$42.94
JD 450C	5474	\$45.17		D 31A-17	7972	\$46.76
JD 450D	5476	\$46.84		D 31E-17	7976	\$48.88
JD 450E	5478	\$47.79		D 31E-18	7977	\$51.39
JD 450G	5479	\$51.11		D 31P-16	7980	\$43.35
JD 450J LT/LGP	5479J	\$61.50		D 31P-17	7981	\$47.53
JD 550	5480	\$50.82		D 31P-17B	7981E	\$49.95
JD 550A	5481	\$55.07		D 58E-1	8003	\$94.22
JD 550B	5483	\$53.76		D 58P-1	8003H	\$102.54
JD 550G	5484	\$59.40		D 65E-6	8070	\$109.34
JD 650G	5484A	\$66.54		D 65E-7, E-8	8072	\$120.96
JD 650H LGP	5484H	\$70.56		D 65P-6	8080	\$112.19
JD 750	5485	\$79.18		D 65P-7 / D 65P-8	8082	\$124.58
JD 750B	5486	\$86.80		D 68P-1	8083	\$137.14
JD 750 LGP	5487	\$82.23		D 68E-1	8085	\$131.73
JD 750B LGP	5488	\$104.79		D 83E-1	8087	\$159.00
JD 850	5490	\$103.69		D 83P-1	8088	\$160.44
JD 850B	5491	\$119.27		D 85P-18	8090	\$171.34
JD 850 LGP	5492	\$108.62		D 85A-18	8114	\$153.27
JD 850B LGP	5495	\$126.78		D 85E-12	8120	\$135.26
				D 85E-18	8140	\$164.04
<b>DRESSER</b>				D 135A-1	8150	\$211.22
				D 155A-1	8160	\$242.98
<u>Model</u>	<u>Code</u>	<u>Rate</u>		D 155A-2	8161	\$242.63
TD 7E	9100	\$46.22		D 375A-1	8175	\$385.89
TD 7G	9102	\$51.11		D 375A-2	8176	\$424.19
TD 8E	9105	\$56.22		D 455A-1	8180	\$472.84
TD 8G	9107	\$60.00		D 475A-2	8186	\$657.36
TD 12	9110	\$80.65				
TD 12 LGP	9115	\$92.03				
TD 15C	9120	\$111.87				
TD 15E	9122	\$136.65				
TD 15C LGP	9125	\$108.83				
TD 20E	9130	\$152.61				
TD 20G	9135	\$181.75				
TD 20G LGP	9137	\$189.72				
TD 25E	9139	\$218.74				
TD 25G	9140	\$264.17				
<b>FIAT-ALLIS</b>						
<u>Model</u>	<u>Code</u>	<u>Rate</u>				
10C	6043	\$89.44				
10C LGP	6044	\$90.37				
14C	6048	\$112.92				
FD 20	6056	\$162.70				
21C	6060	\$189.15				
FD 30	6060E	\$218.94				
31	6061	\$299.48				

<b>TRACTORS, HEAVY</b>	<b>[ TRACH ]</b>
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**DELAY FACTOR = 0.13**      **OVERTIME FACTOR = 0.88**  
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.

CATERPILLAR			[ CAT ]
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
814	1400	\$143.63	
814B	1410	\$204.82	
824B	1720	\$236.49	
824C	1730	\$280.65	
834B	2010	\$420.83	

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

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.90

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	\$36.90
auger, w/ or w/o loader or dozer	B	\$37.44
backhoe, w/ or w/o loader or dozer	C	\$39.40

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	\$48.93
auger, w/ or w/o loader or dozer	B	\$49.61
backhoe, w/ or w/o loader or dozer	C	\$51.65

**TRAFFIC CONTROL & SAFETY DEVICES [ TRAFSA ]  
(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	\$18.89
Generator w/ cell remote	GEN2	\$20.56
Solar	SOL1	\$12.91
Solar w/ cell remote	SOL2	\$14.59

FLASHING ARROW SIGN [ FLAS ]

Including supplies, replacements and servicing.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Roof mounted	RM	\$1.14
Trailer mounted	TM	\$4.47

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

DELAY FACTOR = 0.73 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	\$0.54
each without flasher	A2	\$0.28
each	B3	\$1.24

(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	\$9.91
700 mm (28") high, per 100	B100	\$17.21
700 mm (28") high w/ refl sleeve, per 100	D100	\$26.67
1,050 mm (42") high w/ refl sleeve, per 100	E100	\$44.37

(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	\$28.22

(4) ILLUMINATED SIGNS [ 4SIG ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl 900 mm x900 mm (3'x3') sign & batteries	12V	\$6.92

(5) FLASHING BEACON [ 5BEA ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
portable 12 volt	12V	\$7.07

(6) FLAG/SIGN STAND [ 6FSS ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
incl sign, stand & 3 flags	EACH	\$3.19

(7) DELINEATOR DRUM [ 7DDR ]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
Del. drum w/ base per 100	100	\$70.44

**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.

<b>LOW BED A [ LB-A ]</b>			
2 axle			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
4 Tires per axle	100	\$18.97	
8 Tires per axle	200	\$23.92	
<b>LOW BED B [ LB-B ]</b>			
3 axle			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
4 Tires per axle	300	\$25.49	
8 Tires per axle	400	\$29.54	
<b>LOW BED C [ LB-C ]</b>			
4 axle			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
4 Tires per axle	500	\$40.85	
8 Tires per axle	600	\$50.69	
<b>LOW BED D [ LB-D ]</b>			
6 axle			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
8 Tires per axle	700	\$81.21	

**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).

<b>TILT BED 1 AXLE [ TB-1 ]</b>			
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	1.8 (2)	00-02	\$1.01
1.8 (2)	3.6 (4)	02-04	\$1.08
<b>TILT BED 2 AXLES [ TB-2 ]</b>			
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
3.6 (4)	5.4 (6)	04-06	\$1.79
7.3 (8)	9.1 (10)	08-10	\$5.55
9.1 (10)	10.9 (12)	10-12	\$6.40
10.9 (12)	12.7 (14)	12-14	\$7.20
12.7 (14)	14.5 (16)	14-16	\$8.00
14.5 (16)	16.3 (18)	16-18	\$7.73
16.3 (18)	18.1 (20)	18-20	\$7.47
18.1 (20)	20.0 (22)	20-22	\$8.56
20.0 (22)	22.7 (25)	22-25	\$8.32

**TRENCHING MACHINES [ TRENC ]**

**DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.91**  
 Includes all attachments and accessories. When used, tungsten carbide tips shall be replaced by separate invoice.

<b>BOBCAT [ BCAT ]</b>			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
T 116	2000	\$17.30	
T 135	2010	\$39.71	
T 136	2020	\$40.05	
T 208	2030	\$8.89	
3022	2040	\$40.53	
<b>CASE [ CASE ]</b>			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
TL 70	9051	\$7.36	
TL 100	9053	\$10.57	
TL 120	9055	\$12.74	
TL 200	9070	\$12.92	
16+4	9120	\$18.38	
25+4	9170	\$25.42	
25 + 4 XP	9171	\$32.26	
30+4 standard	9224	\$35.65	
DH 4	9255	\$48.62	
DH 4B	9256	\$53.30	
DH 5	9257	\$45.56	
DH 5 QUAD	9259	\$45.74	
DH 7	9261	\$54.07	
360	9263	\$37.87	
ROAD RUNNER 380	9277	\$53.48	
TF 300	9374	\$23.50	
TF 700	9398	\$33.06	
TF 800	9405	\$43.11	
TF 1000	9460	\$48.60	
760	9465	\$49.65	
<b>DITCH WITCH [ D-W ]</b>			
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
R 30	5390	\$33.26	
R 36D	5400	\$41.60	
R 40	5432	\$42.68	
R 65	5556	\$44.22	
R 100	5565	\$99.47	
V 30	5618	\$32.05	
1410	5620	\$13.08	
1420	5625	\$13.78	
1500	5630	\$9.73	
1620	5635	\$18.07	
1810	5640	\$18.44	
2020	5645	\$22.63	

2200	5650	\$21.63
2300	5660	\$32.86
2310	5662	\$34.69
3210	5670	\$36.97
3210 Combo	5675	\$37.88
3500	5676	\$43.50
4010	5677	\$56.76
4010 Combo	5678	\$42.59
5010	5679	\$43.39
6510	5680	\$50.98
6510 Combo	5685	\$54.22

**MIDMARK [ MDMK ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
300 A	7945	\$33.09
321	7950	\$34.41
400 A	7955	\$41.95
440	7960	\$52.16

**VERMEER [ VERM ]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CC-135	8350	\$108.27
M 220	8380	\$22.05
M 455 / M455A	8480	\$49.01
M 475	8570	\$51.32
M 475A	8571	\$59.11
M 485	8580	\$54.90
M 495	8585	\$91.65
T 300B, T 300A	8718	\$33.70
T 400C, T 400B, T 400A	8781	\$69.92
T 600D, C, B, A	8842	\$100.30
T 650	8843	\$166.69
T 800B, T 800A, T800	8870	\$159.77
T 800C	8871	\$174.85
T 850	8875	\$311.34
V 430	8950	\$38.19
V 430A	8951	\$42.68
V 434 / M 434	9000	\$36.87
V 440	9015	\$40.05
V 450	9017	\$46.24
V 454	9020	\$40.86
V 1550	9025	\$20.43

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

**DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.90**

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.

<b>TRUCKS</b>		<b>[ T&amp;TT ]</b>	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	00-06	\$37.19
5443 (12000)	9072 (20000)	06-12	\$41.96
9072 (20000)	12701(28000)	12-20	\$54.23
12701 (28000)	16330 (36000)	20-28	\$57.26
16330 (36000)	21773 (48000)	28-36	\$63.53
21773 (48000)	27216 (60000)	36-48	\$84.70
27216(60000) & Over		48-60	\$93.69
		60	\$105.44

**TRUCKS, OFF-HIGHWAY [ TRUOF ]**

**DELAY FACTOR = 0.21 OVERTIME FACTOR = 0.81**

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.

<b>TRUCK OFF-HIGHWAY</b>		<b>[ TRU ]</b>	
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$65.65
16.3 (18)	20.0 (22)	18-22	\$116.89
20.0 (22)	24.5 (27)	22-27	\$146.24
24.5 (27)	29.0 (32)	27-32	\$167.00
29.0 (32)	36.3 (40)	32-40	\$227.49
36.3 (40)	49.9 (55)	40-55	\$339.09
49.9 (55)	60.8 (67)	55-67	\$380.49

**TRUCKS, DUMP, ON-HIGHWAY [ TRUON ]**

**DELAY FACTOR = 0.16                      OVERTIME FACTOR = 0.85**

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	\$73.10
3 axles	3AXL	\$94.12
4 axles	4AXL	\$104.99
5 axles	5AXL	\$118.34

**WELDING EQUIPMENT [ WELD ]**

**DELAY FACTOR = 0.19                      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	\$8.01
250	500	250-500	\$15.52
over	500	500	\$15.96

**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	\$0.35



**EXHIBIT U**  
**HAZARDOUS WASTE LABEL FORMS**

**HAZARDOUS  
WASTE**

**STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES**

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE    HAZARDOUS PROPERTIES     FLAMMABLE     TOXIC  
 SOLID  LIQUID     CORROSIVE     REACTIVE     OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

<sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.



## EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -						
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.	
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP		
D	CHEMICAL OR TRADE NAME (print or type)					CAS Number		
E	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>					CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
F	PHYSICAL STATE CONTAINED		PHYSICAL STATE RELEASED			QUANTITY RELEASED		
	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS		
G	ENVIRONMENTAL CONTAMINATION			TIME OF RELEASE	DURATION OF RELEASE			
	<input type="checkbox"/> AIR	<input type="checkbox"/> WATER	<input type="checkbox"/> GROUND	<input type="checkbox"/> OTHER			___DAYS ___HOURS___MINUTES	
H	ACTIONS TAKEN							
I	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)							
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____							
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____							
	<input type="checkbox"/> NOTKNOWN (explain) _____							
J	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS							
K	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)							
L	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.							
	REPORTING FACILITY REPRESENTATIVE (print or type) _____							
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____							

## EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

### GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

### BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

### SPECIFIC INSTRUCTIONS:

**Block A:** Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

**Block B:** Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

**Block C:** Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

**Block D:** Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

**Block E:** Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

**Block F:** Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

**Block G:** Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

**Block H:** List any additional pertinent information.

**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)  
Attn: Section 304 Reports  
Hazardous Materials Unit  
3650 Schriever Avenue  
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.