

City of San Diego

CONTRACTOR'S NAME: Orion Construction
ADDRESS: 2185 La Mirada Drive
TELEPHONE NO.: 760-597-9660 **FAX NO.:** 760-597-9661
CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
J. Cramoline / A. Rekani / mlw

CONTRACT DOCUMENTS

ORIGINAL

FOR



EMERGENCY CONSTRUCTION SERVICES FOR: COLLWOOD WAY STORM DRAIN REPAIR

RFQ NO.: 5753
BID NO.: K-17-1567-EMR-1
SAP NO. (WBS/IO/CC): B-17117
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 9
PROJECT TYPE: CA

ENGINEER OF WORK

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

Kris Shackelford
For City Engineer

3-21-17
Date

Seal:



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GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work will include, but is not limited to the patch repair of 1,105 linear feet of damaged 72-inch RCP storm drain. The contractor will patch the pipe and fill voids with cement mortar mixture as they are encountered. Once the pipe is repaired, the sinkhole will be filled and surrounding soil compacted.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 3-2.4, "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 3-3, "EXTRA WORK" of The GREENBOOK and as modified by The WHITEBOOK.

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.

3.1. For the City's Equal Opportunity Program requirements see Part 10 of the City of San Diego 2015 Whitebook and Exhibit I, Supplementary Special Provisions.

4. CONTRACT TIME: The Work shall be completed within **251 Working Days** from the date of issuance of the Notice to Proceed.

5. CONTRACT PRICE: The Engineer's Estimate of the Contract Price is **\$75,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.

6. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: **Class 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.
- 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.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall 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 design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer

to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

7.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

7.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03

Title	Edition	Document Number
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPIO92816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPIO92816-05
CALTRANS Standard Plans - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPIO92816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPIO92816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

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 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."

11. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" 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.

12. 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, Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.

13. 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.

14. 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. 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.

16. AWARD OF CONTRACT OR REJECTION OF PROPSALS:

16.1. 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.

16.2. 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.

17. 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 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **10 Working Day** 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.

18. 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 2-7, 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.

19. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

19.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

19.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 19.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 19.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 19.5.** 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.
- 19.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 19.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

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

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **ORION CONSTRUCTION** (Contractor), for the purpose of designing (when required) and performing emergency construction services 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 5753, 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 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

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to pay **Orion Construction**, herein called "Contractor" for its time and materials used to construct **Collwood Way Storm Drain Repair**; in the amount not to exceed **Seventy-Five Thousand Dollars 00/100** (\$75,000.00).

- A. The following are incorporated into this contract as though fully set forth herein:
 - 1. The attached Faithful Performance and Payment Bonds.
 - 2. The attached Proposal included in the Bid documents by the Contractor.
 - 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 - 4. That certain documents entitled **Collwood Way Storm Drain Repair**, on file in the office of the Public Works Department as Document No. **B-17117**, as well as all matters referenced therein.
- B. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Collwood Way Storm Drain Repair**, Bid Number **K-17-1567-EMR-1**, San Diego, California.
- 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 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.
- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- H. 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.
- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.

- J. 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. A sample provision is as follows:

"Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

- K. Pledge of Compliance may be downloaded at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf

- L. 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.

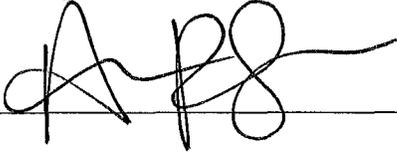
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination 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.

- N. 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 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

THE CITY OF SAN DIEGO

By 
Print Name: Antoinette Ruth Sanfilippo
Contract Specialist

Date: 03 April 2017

APPROVED AS TO FORM

Mara W. Elliott, City Attorney
By 
Print Name: Jeremy Jung
Deputy City Attorney

Date: 4-4-17

CONTRACTOR

By 
Print Name: R. Dowsing
Title: President
Date: 3/30/17

City of San Diego License No.: B1992002970

State Contractor's License No. : 549309

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Orion Construction, 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
Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) for the faithful performance of the
annexed contract, and in the sum of **Seventy Five Thousand Dollars and Zero Cents**
(\$75,000.00) for the benefit of laborers and material men designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Collwood Way Storm Drain Repair**, Bid Number **K-17-1567-EMR-1**, 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.

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

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

Dated March 27, 2017

Approved as to Form

Orion Construction Corporation

Principal

By 

Richard Dowsing, President

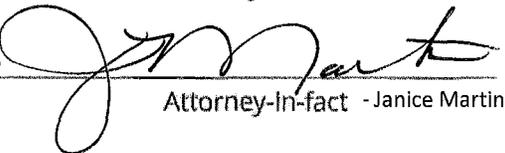
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

Western Surety Company

Surety

By 
Attorney-in-fact - Janice Martin

Approved:

By 
Antoinette Ruth Sanfilippo
Contract Specialist
Public Works Department

1455 Frazee Road, Suite 300

Local Address of Surety

San Diego, CA 92108

Local Address (City, State) of Surety

619-682-3510

Local Telephone No. of Surety

Premium \$ 900.00 *

Bond No. 30003083

*Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

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 MAR 27 2017 before me, Lilia De Loera, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

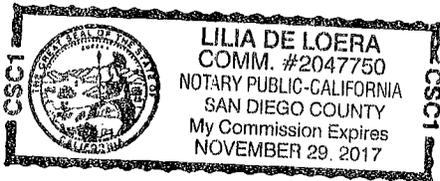
personally appeared Janice Martin
Name(s) of Signer(s)

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 Lilia De Loera, Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



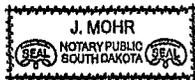
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of March, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: **COLLWOOD WAY STORM DRAIN REPAIR**

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 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

 ORION CONSTRUCTION CORP.
(Name under which business is conducted)

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.

Signed *R. Dowsing*

Printed Name *R. Dowsing*

Title *President*

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: **COLLWOOD WAY STORM DRAIN REPAIR**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

 ORION CONSTRUCTION CORP.

(Name under which business is conducted)

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.

Signed *R. Dawson*

Printed Name *R. Dawson*

Title *President*

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE: COLLWOOD WAY STORM DRAIN REPAIR

I declare under penalty of perjury that I am authorized to make this certification on behalf of ORION CONSTRUCTION Corp. as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, "Contractor Standards", of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

Dated this 30 Day of March, 2017.

Signed R. Dawson

Printed Name R. Dawson

Title President

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

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

COLLWOOD WAY STORM DRAIN REPAIR

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-17-1567-EMR-1**; SAP No. (WBS/IO/CC) **B-17117**; 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 E

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

EXHIBIT E

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) ss.

Richard Dowsing being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly 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.

Signed: R. Dowsing
Title: President

Subscribed and sworn to before me this 30 day of MARCH, 2017

[Signature]
Notary Public

(SEAL)

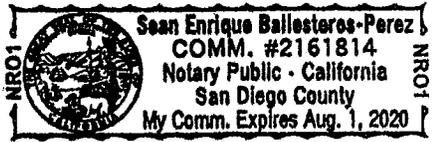


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS 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 ten 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 CORP.

Certified By R. Dowsing Title President
Name

R. Dowsing Date 3/30/17
Signature

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

Sean
Dowling

COMPANY INFORMATION	
Company Name: ORION CONSTRUCTION Corp.	Contact Name: Collwood Storm Drain
Company Address: 2185 La Muada Dr.	Contact Phone: 760 597-9660
VISTA CA 92081	Contact Email:

CONTRACT INFORMATION	
Contract Title: Emergency Const. Services for Collwood W. Storm	Start Date: 02/2017
Contract Number (if no number, state location): DRAIN Repair	End Date: 05/2017

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
 - I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

R. Dowling

Name/Title of Signatory

R. Dowling

Signature

3/30/17

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: Approved Not Approved - Reason:

rev 02/15/2011

EXHIBIT H

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 Special Provisions - General; Paragraph 2-3 Subcontracts, 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	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages is to list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, is to have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

^② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

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

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

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are 7:30 AM to 5:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

- 2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 - CHANGES IN WORK

- 3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

- 3-5.1 Claims.**
1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. To the "WHITEBOOK", ADD the following:

1. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.
2. City lab staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. You shall incur additional inspection costs outlined in 4-1.3.3, "Inspection of Items Not Locally Produced".
3. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
4. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or Inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

SECTION 5 - UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to Exhibit N for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego Public Works Department has prepared a **Notice of Exemption (NOE)** for **Collwood Way Storm Drain Emergency Repair**, as referenced in the Contract Exhibit. You shall comply with all requirements of the NOE as set forth in **Exhibit K**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

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

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 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.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried out by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

7-3.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 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.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-4 **NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.**

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

2. Limits for this insurance shall be not less than the following:

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1. **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.

7-8.6 **Water Pollution Control.** To the "WHITEBOOK", ADD the following:

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

7-20 **ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

7-21.6 Special Project Conditions. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7 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 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 Stones, Boulders, and Broken Concrete. To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT J

CONTRACTOR'S COMPENSATION RATE SCHEDULE

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

These rates are being specified as the Contractor's standard established rates for calculating labor costs without allowance for overhead and profits. For markup provisions and allowable charges refer to 3-2.4, "Agreed Prices."



**City of San Diego Emergency Project
Storm Drain Repair – Collwood Way**

COMPENSATION RATE SCHEDULE

ORION CONSTRUCTION			
Title/Classification	Standard Rate (\$)/hour	Overtime Rate (\$)/hour	Double-time Rate (\$)/Hour
Superintendent	125	187	250
Foreman	110	165	220
Operator Group 8	103	154	206
Group 1 Oiler/Grade Checker	94	141	188
Truck Driver	79	118	158
Laborer/Pipelayer	81	121	162
Carpenter	86	129	172
Mechanic	91	136	182
Project Manager	150	N/A	N/A
Project Staff Engineer	110	N/A	N/A
Engineering Project Director	220	N/A	N/A
Engineer (PE) QA/QC	190	N/A	N/A
PM/Design Engineer	190	N/A	N/A
Sr. CADD Tech	125	N/A	N/A
CADD Tech	100	N/A	N/A
Admin/Office	85	N/A	N/A
Environmental Engineer/SWPPP Coordinator	175	N/A	N/A

2185 La Mirada Drive, Vista, CA 92081, (760) 597-9660 Phone (760) 597-9661 Fax

**City of San Diego Emergency Project
Storm Drain Repair – Collwood Way**

EQUIPMENT RATE SCHEDULE

SEE ATTACHED SHEETS FOR INDIVIDUAL RATES FOR EACH PIECE OF EQUIPMENT

1. This does not include all equipment needed to complete project. This is a baseline for equipment that will be used throughout the course of construction.
2. Rented Equipment will be invoiced at the rented rate plus applicable mark up
3. Subcontractor Equipment to be invoiced at actual rental/invoiced costs for each piece of equipment provided to complete their work.
4. Wear parts, some consumable items, and fuel to be invoiced separately in some cases.

P.D.E.	[PDE]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
M-100	5084	\$48.80	
M-400 with hammer	5085	\$36.40	

TEXOMA	[TXMA]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
Economatic 115	5087	\$94.52	
Super Economatic	5089	\$96.56	
80	5090	\$140.36	
270	5093	\$95.35	
330	5095	\$100.50	
330 with hammer	5095B	\$116.28	
500 with hammer	5096B	\$118.11	
600	5097	\$123.67	
700	5099	\$193.46	

WATSON	[WATS]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
1000	6010	\$81.79	
2000	6012	\$158.06	
3000	6014	\$185.35	

BITUMINOUS DISTRIBUTORS	[BITDT]
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DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.89**
 Includes all equipment for handling bituminous materials under pressure.
 Includes pumps, spray bars and other attachments and accessories.

TRAILER MOUNTED [TLMD]
 Does not include towing unit. Capacity rated in liters (U.S. gallons).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	1136 (300)	0-300	\$7.34

TRUCK MOUNTED [TRMD]
 Including truck. Capacity rated in liters (U.S. gallons).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	3028 (800)	00-08	\$66.23
3028 (800)	5299 (1400)	08-14	\$84.25
5299 (1400)	6831 (1800)	14-18	\$86.78
6831 (1800)	11355 (3000)	18-30	\$88.53
11355 (3000)	15140 (4000)	30-40	\$92.21

BROOMS & SWEEPING EQUIPMENT	[BRMSW]
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DELAY FACTOR = 0.13 **OVERTIME FACTOR = 0.88**
 Includes all attachments and accessories with brooms of any type. Includes broom wear.

BROOMS - MOUNTED & TOWED [MTTD]
 Includes traction, PTO or engine driven.

<u>Model</u>	<u>Code</u>	<u>Rate</u>
ALL	ALL	\$32.07

BROOMS - SELF PROPELLED	[SFPR]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
ALL	ALL	\$46.35	

SWEEPERS - SELF PROPELLED,	[SWSP]
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PICK UP
 Rated in accordance with hopper size in cubic meters (cubic yards).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	2.3 (3.0)	0-3	\$106.49
2.3 (3.0)	4.6 (6.0)	3-6	\$140.92
4.6 (6.0)	6.9 (9.0)	6-9	\$166.60

BRUSH CHIPPING & SHREDDING MACHINES	[BRUCP]
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DELAY FACTOR = 0.06 **OVERTIME FACTOR = 0.94**
 Includes all attachments, accessories and power unit. Rated in accordance with the cutter head width in millimeters(inches)

BRUSH CHIP & SHRED	[BCSM]		
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	230 (9)	00-09	\$32.39
230 (9)	300 (12)	09-12	\$51.06
300 (12)	405 (16)	12-16	\$50.11

COMPACTORS, HAND GUIDED	[COMHG]
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DELAY FACTOR = 0.17 **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)

COMPACTORS	[COMP]		
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	113 (250)	0-250	\$4.21
113 (250)	& Higher	250	\$9.86

CONCRETE MIXERS	[CONMX]
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DELAY FACTOR = 0.10 **OVERTIME FACTOR = 0.91**

STATIONARY OR PORTABLE [SORP]
 Rated by Mfr's capacity in cubic meters (sacks or cubic feet).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	0.10 (3.5)	0-3.5	\$2.33
0.10 (3.5)	0.17 (6.0)	03.5-6	\$3.35
0.17 (6.0)	0.31 (11)	06-11	\$4.30
0.31 (11)	0.45 (16)	11-16	\$6.09

TRANSIT MIX [TRMX]
 PTO type, including carrier. Rated by Mfr's capacity in cubic meters (cubic yards).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
6.4 (9)	7.6 (10)	09-10	\$155.98
7.6 (10)	9.2 (12)	10-12	\$157.72

ELECTRIC GENERATORS & LIGHT PLANTS [ELGEN]

DELAY FACTOR = 0.11 OVERTIME FACTOR = 0.90
 Rates are for gas or diesel power and alternating or direct current.

GENERATOR [GEN]

Rated in accordance with Mfr's output in kilowatts.

OVER	TO	Code	Rate
0	1	000-001	\$0.88
1	3	001-003	\$2.06
3	7.5	003-008	\$4.23
7.5	15	008-015	\$9.46
15	25	015-025	\$14.86
25	50	025-050	\$14.95
50	100	050-100	\$27.04
100	200	100-200	\$54.77
200	300	200-300	\$93.55
300	400	300-400	\$127.32
400	500	400-500	\$159.41

LIGHTS [LITE]

Includes trailer, pole and generator.

Model	Code	Rate
2 Light Set	2 LIGHT	\$4.17
4 Light Set	4 LIGHT	\$8.35

ELECTRIC POWERED HAND TOOLS [ELTOL]

DELAY FACTOR = 0.61 OVERTIME FACTOR = 0.42
 Includes electric powered, hand held tools not listed elsewhere in this book. Expendable bits, blades, discs, wheels, etc. shall be paid by separate invoice. Rated in accordance with Mfr's suggested retail price.

TOOLS [TOOL]

OVER	TO	Code	Rate
450	600	045-060	\$0.29
600	800	060-080	\$0.38
800	1000	080-100	\$0.48

FORK LIFT TRUCKS [FKLFT]

DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.82
 Includes attachments and accessories. Listed in accordance with the Mfr's maximum rated capacity in kilograms(pounds).

FORK LIFT TRUCKS [FLT]

OVER	TO	Code	Rate
454 (1000)	1814 (4000)	010-040	\$30.67
1814 (4000)	2722 (6000)	040-060	\$40.86
2722 (6000)	3629 (8000)	060-080	\$46.02
3629 (8000)	5443 (12000)	080-120	\$64.11
5443 (12000)	7258 (16000)	120-160	\$66.91
7258 (16000)	9072 (20000)	160-200	\$78.28
9072 (20000)	11340 (25000)	200-250	\$77.06

11340 (25000)	13608 (30000)	250-300	\$85.26
13608 (30000)	18144 (40000)	300-400	\$107.83
18144 (40000)	22680 (50000)	400-500	\$128.12
22680 (50000)	34020 (75000)	500-750	\$173.94

GRADERS [GRADR]

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.

BLADE-MOR [BMOR]

Model	Code	Rate
727	2173	\$28.44
747	2178	\$40.76

CATERPILLAR [CAT]

Model	Code	Rate
120G 87V serial	2685	\$75.47
130G 74V serial	2695	\$83.44
12E 99E serial	2710	\$54.40
12F 73G serial	2768	\$82.44
12F 13K serial	2826	\$63.19
12F 89H serial	2884	\$63.67
12G 61M serial	2890	\$85.19
12H	2895	\$91.90
14E 72G serial	3174	\$84.67
14G	3180	\$126.90
14H	3185	\$139.75
140 14U serial	3250	\$85.69
140G 72V serial	3260	\$92.34
140H	3265	\$98.29
143H	3267	\$109.75
16 49G serial	3290	\$110.37
16 49G800 serial	3348	\$161.54
16 G93U serial	3360	\$176.41
16H	3380	\$186.20
160H	3385	\$115.75
163H	3390	\$121.35

JOHN DEERE [DEER]

Model	Code	Rate
JD-570A	3890	\$49.85
JD-570B	3892	\$57.51
JD-670	3900	\$65.41
JD-670A	3905	\$71.39
JD-670CH	3907	\$91.79
JD-770	3910	\$74.34
JD-770A, 770A-H	3915	\$86.64
JD-770B	3916	\$93.86
JD-772CH	3930	\$111.63

OKADA**[OKAD]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$8.58
UB-8	0950	\$17.07

RAMMER**[RAMR]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
S-84	1000	\$33.93
S-86	1050	\$36.82

STANLEY**[STAN]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MB250	1100	\$7.01
MB2900	1120	\$25.88
MB4900	1140	\$45.82
MB550	1160	\$11.03
MB800	1180	\$16.24

TELEDYNE**[TELD]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
950X	1190	\$37.41
TB1025	1195	\$41.28
TB1425X	1200	\$37.74
TB2225X	1220	\$70.48
TB425	1240	\$15.69
TB825X	1260	\$26.81

TRAMAC**[TRMC]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
BRH1100	1300	\$40.90
BRH125	1310	\$12.82
BRH250	1320	\$13.94
BRH400	1330	\$13.30
BRH620	1340	\$27.34
BRH750	1350	\$23.52
BRV950	1360	\$24.71

TUNKER**[TUNK]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
40.01	1400	\$180.65
40.05	1450	\$180.65
60.05	1460	\$161.51

VULCAN**[VULC]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
1	1500	\$28.05
010	1520	\$40.92
100C	1540	\$43.55
2300	1560	\$157.93
80C	1580	\$33.66

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

DELAY FACTOR = 0.17

OVERTIME FACTOR = 0.85

Includes all attachments and accessories required for lifting or digging.
Pavement breaker or compactor attachments are not included.**BANTAM****[BANT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
C 266	0680	\$91.27
C 366	0690	\$105.46
C 744	1075	\$68.35

CASE**[CASE]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
9030B	0100B	\$88.41
9040	0110	\$104.17
9060B	0120B	\$205.14
40E E-Boom	1600	\$83.82
40E Y-Boom	1601	\$84.21
50E	1602	\$106.16
125B	1602H	\$84.96
170C	1602N	\$119.13
220B	1602R	\$151.60
880B Y-Boom	1609	\$59.92
980B	1615	\$92.74
1080	1615E	\$81.75
1080B	1615J	\$83.32
1280	1616	\$111.26
1280B	1616E	\$105.24

CATERPILLAR**[CAT]**

<u>Model</u>	<u>Code</u>	<u>Rate</u>
304 CR	0200	\$33.69
305C CR	0250	\$44.45
312	0300	\$53.92
312C	0300C	\$59.02
312CL	0300CL	\$59.93
314CL CR	0302CLR	\$66.11
315L	0305	\$65.13
320	0310	\$85.62
320BL	0312	\$89.84
320C	0312C	\$88.99
320CL	0312CL	\$97.55
320L	0315	\$87.03
321C LCR	0320R	\$117.56
322L	0325	\$106.51
325	0330	\$112.95
325BL	0335	\$122.71
325L	0340	\$117.49
328D LCR	0343DR	\$146.69
330BL	0345	\$154.94

330CL	0345CL	\$169.50	690E LC	1697ELC	\$85.50
330DL	0345DL	\$201.00	790	1698	\$90.39
330L	0350	\$148.88	790D	1698D	\$95.71
345BL	0355	\$207.66	790E LC	1698ELC	\$104.35
350L	0360	\$208.36	792	1699	\$106.77
375L	0365	\$331.03	890	1700	\$144.66
205	1617	\$36.66	890A	1705	\$131.10
211	1617E	\$55.24	892D LC	1708	\$121.85
213	1617H	\$60.71	990	1720	\$156.80
215	1618	\$60.87	992D LC	1722	\$175.69
215B LC	1619E	\$68.50	30	1725	\$21.85
215C	1619F	\$75.42	50	1730	\$34.94
215D	1619G	\$83.53	70	1735	\$31.80
225	1620	\$87.16	200LC	1745	\$94.76
225LC	1621	\$87.67	DROTT	[DROT]	
225D LC	1622	\$109.70	<u>Model</u>	<u>Code</u>	<u>Rate</u>
227	1623	\$90.63	35D E boom	1835	\$63.26
229	1625	\$118.04	35D Y boom	1845	\$63.67
231D	1630	\$134.49	40D E boom	1930	\$80.27
231DLC	1635	\$136.01	40D Y boom	1965	\$85.25
235	1640	\$138.08	50D	2005	\$103.80
235B	1642	\$153.49	FIAT-ALLIS	[F-A]	
235 Front Shovel	1645	\$147.58	<u>Model</u>	<u>Code</u>	<u>Rate</u>
235B Front Shovel	1647	\$164.24	FE 18	9000	\$56.38
235C	1648	\$175.03	FE 20 HD	9010	\$71.00
235DLC	1649	\$180.71	FE 20 LC	9020	\$67.26
245	1650	\$232.38	FE 28	9030	\$94.85
245B	1650B	\$256.29	FE 40 L	9040	\$161.74
245 Front Shovel	1652	\$243.81	GRADALL	[GRAD]	
245B Front Shovel	1652B	\$271.26	<u>Model</u>	<u>Code</u>	<u>Rate</u>
E 180	1653	\$73.52	G 660	0150	\$76.25
EL 180	1654	\$74.63	G 660B	0160	\$97.69
EL 200B	1654E	\$79.26	G 660C	0170	\$98.41
E 240	1655	\$94.32	G 880B	0210	\$104.32
EL 240	1656	\$95.75	G 880C	0215	\$99.50
E 300	1657	\$118.41	G 1000	0230	\$164.92
E 300B	1657B	\$131.36	XL4200	0260	\$96.07
EL 300	1658	\$120.26	XL5200	0280	\$115.10
EL 300B	1658B	\$133.36	HITACHI	[HIT]	
JOHN DEERE	[DEER]		<u>Model</u>	<u>Code</u>	<u>Rate</u>
<u>Model</u>	<u>Code</u>	<u>Rate</u>	UH 07LC	2630	\$73.87
225D LC	1575D	\$110.01	UH 062	2660	\$82.03
330C LC	1600C	\$161.28	UH 172	2695	\$145.45
450LC	1645	\$201.21	UH 122	2750	\$97.26
490	1660	\$45.29	EX 150	2797	\$66.49
490E	1660E	\$56.92	EX 200 LC	2800	\$82.09
690A	1685	\$64.64	EX 270 LC	2806	\$120.28
690B	1695	\$77.71	EX 300LC-2	2807	\$142.48
690C	1697	\$71.88			
690D	1697D	\$74.90			

LOADERS, RUBBER TIRE

[LDRRT]

DELAY FACTOR = 0.11

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	\$38.61
714B	0750	\$37.73
714C w/ backhoe	0752	\$40.19
715B w/ backhoe	0765	\$39.61
715C w/ backhoe	0767	\$40.45

CASE

[CASE]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
W-11	1365	\$35.83
W-11B	1368	\$43.76
W-18	1444	\$61.08
W-18 9213140 serial	1450	\$64.51
W-18B	1460	\$69.55
W-20	1472	\$64.63
W-20B	1480	\$65.39
W-20C	1482	\$70.33
W-30	1565	\$96.51
480B	1636	\$31.03
480B w/ backhoe	1640	\$32.31
480C	1650	\$39.99
480C w/ backhoe	1660	\$41.52
480D	1662	\$44.70
480D w/ backhoe	1664	\$46.60
480E w/ backhoe	1666	\$38.07
480E LL	1667	\$36.88
480F w/ backhoe	1668	\$39.34
480F LL	1669	\$37.62
480LL	1677	\$44.74
570L XT 4WD	1690	\$43.09
580B w/ backhoe	1705	\$40.59
580C	1710	\$32.18
580C w/ backhoe	1715	\$34.04
580D	1717	\$33.50
580D w/ backhoe	1720	\$35.94
580 Super D	1725	\$36.56
580 Super D w/ backhoe	1727	\$39.05
580 Super E	1731	\$37.66
580 Super E w/ backhoe	1735	\$40.34
580K w/ backhoe	1739	\$40.62
580K 4WD w/ backhoe	1740	\$41.69
580 Super K w/ backhoe	1742	\$44.91
580L w/ backhoe	1743	\$45.16
580 Super L 4WD w/ backhoe	1744	\$52.39

590 Turbo w/ backhoe	1745	\$54.91
590 Super L 4WD w/ backhoe	1746	\$57.28
621	1750	\$74.10
721	1752	\$89.97
821	1754	\$109.99
680E w/ backhoe	1840	\$51.54
680G w/ backhoe	1850	\$50.24
680H w/ backhoe	1852	\$53.06
680K w/ backhoe	1854	\$58.05
680L w/ backhoe	1856	\$58.76
680L 4WD w/ backhoe	1857	\$59.54
780 w/ backhoe	1864	\$66.38
780B w/ backhoe	1866	\$70.90
780C w/ backhoe	1867	\$72.11
780D w/ backhoe	1868	\$72.85
780D 4WD w/ backhoe	1869	\$74.21

CATERPILLAR

[CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
416 w/ backhoe	1860	\$40.55
416 Series II w/ backhoe	1860A	\$40.77
416B 4WD w/ extend-a-hoe	1861A	\$50.07
416C 4WD w/ backhoe	1861C	\$51.81
416D w/ backhoe	1861D	\$47.07
416D 4WD w/ backhoe	1861D4	\$48.15
420D w/ backhoe	1861M	\$52.83
420D 4WD w/ backhoe	1861M4	\$53.91
426 w/ backhoe	1862	\$45.82
426 Series II w/ backhoe	1862A	\$46.05
426C w/ backhoe	1862C	\$57.21
426C 4WD w/ backhoe	1862C4	\$58.60
428 w/ backhoe	1864	\$45.80
428 Series II w/ backhoe	1864A	\$46.02
430D	1865D	\$63.63
430E	1865E	\$67.27
436 w/ backhoe	1866	\$49.97
436 Series II w/ backhoe	1866A	\$50.15
446 w/ backhoe	1868	\$64.41
446B w/ backhoe	1868B	\$71.01
446D	1868D	\$73.42
450E	1869E	\$88.50
910	1870	\$43.16
910E	1870E	\$50.72
916	1885	\$57.46
920	1894	\$52.71
926	2065	\$67.70
926E	2067	\$73.02
928G	2070G	\$87.06
930 41K serial	2088	\$64.69
930G	2088G	\$103.12
936	2100	\$81.99

936E	2110	\$89.30	JOHN DEERE	[DEER]
936F	2120	\$92.78	<u>Model</u>	<u>Code</u>
938F	2130	\$94.56	JD-210C	2485
938G	2130G	\$107.00	JD-210C w/ backhoe	2490
950 90A serial	2228	\$70.52	JD-210LE	2495
950 31K & 81J serial	2270	\$83.54	JD-310A w/ backhoe	2504
950B	2272	\$102.47	JD-310B w/ backhoe	2506
950E	2300	\$108.69	JD-310C w/ backhoe	2507
950F	2301	\$114.56	JD-310D w/ backhoe	2507D
950F Series II	2303	\$118.23	JD-310E w/ backhoe	2507E
950G	2310	\$126.87	JD-310SE w/ backhoe	2507F
950H	2310H	\$146.42	310G	2507G
962G	2320G	\$138.98	JD-315SE w/ backhoe	2507H
966C	2340	\$120.88	JD-410 w/ backhoe	2508
966D	2350	\$134.23	JD-410B w/ backhoe	2508B
966E	2360	\$147.91	JD-410C w/ backhoe	2508C
966F	2361	\$151.12	JD-410D w/ backhoe	2508D
966G	2362	\$169.01	JD-410E w/ backhoe	2508E
966H	2362H	\$196.05	410G	2508G
970F	2370	\$176.99	410J 4WD	2508J
972G	2372G	\$188.66	410K	2508K
980B	2376	\$156.42	JD-444	2510
980C	2378	\$188.13	JD-444C	2515
980F	2381	\$193.70	JD-444D	2520
980G	2382	\$213.33	JD-444E	2521
980H	2382H	\$232.36	JD-500C w/ backhoe	2592
988 87A6868 serial	2398	\$191.69	JD-510 w/ backhoe	2620
988B 50W serial	2436	\$269.03	JD-510B w/ backhoe	2625
992B 25K serial	2460	\$339.89	JD-510C w/ backhoe	2630
992C	2470	\$512.31	JD-510D w/ backhoe	2630D
IT 12	2472	\$43.93	JD-544B	2660B
IT 12B	2472B	\$51.12	JD-544C	2660C
IT 14F	2473	\$59.13	JD-544D	2660D
IT 18	2474	\$56.23	JD-544E	2660E
IT 18B	2475	\$63.52	JD-544G	2660G
IT 28	2476	\$68.17	544J	2660J
IT 28B	2477	\$73.73	544K	2660K
IT 28F	2477G	\$85.27	JD-610B w/ backhoe	2690
IT 28G	2478	\$88.45	JD-610C w/ backhoe	2691
IT 38G	2480	\$101.94	JD-624E	2700
IT 62G	2482	\$140.25	JD-624G	2700G
CLARK	[CLRK]		JD-624H	2700H
<u>Model</u>	<u>Code</u>	<u>Rate</u>	JD-644B	2710
35C	2484	\$54.00	JD-644C	2715
45C	2486	\$63.10	JD-644D	2717
55C	2488	\$76.29	JD-644E	2719
75C	2491	\$99.37	JD-644G	2719B
125B	2492	\$128.66	JD-644H	2719H
275B	2496	\$223.10	644J	2719J
275C	2497	\$241.58	JD-710B w/ backhoe	2720

WA 450-2	4544B	\$181.44
WA 450-3	4544C	\$183.74
WA 470-1	4545	\$177.14
WA 500-1	4546	\$212.59
WA 600-1	4550	\$313.06
WB 140-2 4WD	4700	\$57.21
WB 150-2 4WD	4710	\$65.87

MASSEY FERGUSON [M-F]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
MF 44C	5143	\$67.71
MF 50H Series S	5150	\$40.21
MF 50H Series S, 4WD	5152	\$40.89
MF 50HX Series S	5154	\$43.40
MF 50HX Series S, 4WD	5156	\$44.27
MF 55C	5170	\$86.85
MF 60 w/ backhoe	5171	\$42.28
MF 60H Series S w/ hoe	5172	\$45.65
MF 66C	5174	\$110.69
MF 80 w/ backhoe	5182	\$60.55
MF 88	5184	\$175.76
640	6000	\$40.34
650	6010	\$43.23

NEW HOLLAND [NHND]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
545D	0100	\$38.59
575E w/ backhoe	0110	\$54.11
655D w/ backhoe	0120	\$48.58
655E w/ backhoe	0130	\$58.09
675D 4WD w/ backhoe	0140	\$56.05
675E 4WD w/ backhoe	0150	\$66.38

TEREX [TERX]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
70C	7938	\$157.13
72-61	8036	\$193.17
72-71B	8055	\$251.19
72-81	8080	\$295.48

VOLVO-MICHIGAN-EUCLID [VME]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
175B	6186	\$160.09
175C	6186C	\$181.49
275B	6330	\$203.57
275C	6330C	\$241.58
L-70C	9570C	\$81.51
L-90	9575	\$97.63
L-120	9595	\$126.84
L-120C	9595C	\$131.70
L-150C	9598C	\$163.67
L-160	9600	\$170.29

L-180C	9602C	\$183.65
L-190	9605	\$197.76

LEADS, PILE DRIVING [LEADS]

DELAY FACTOR = 0.45 OVERTIME FACTOR = 0.59

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	\$18.79
16.8 (55)	32.0 (105) (w/o spotter)	0200	\$23.97
over	32.0 (105) (w/o spotter)	0300	\$30.03
0	16.8 (55) (w/ spotter)	1100	\$31.76
16.8 (55)	32.0 (105) (w/ spotter)	1200	\$37.92
over	32.0 (105) (w/ spotter)	1300	\$44.96

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	\$12.46
16.8 (55)	32.0 (105) (w/o spotter)	0500	\$17.35
over	32.0 (105) (w/o spotter)	0600	\$23.42
0	16.8 (55) (w/ spotter)	1400	\$25.43
16.8 (55)	32.0 (105) (w/ spotter)	1500	\$31.30
over	32.0 (105) (w/ spotter)	1600	\$38.35

NON-OPERATED EQUIPMENT (DAILY [NONOP] RATES)

DELAY FACTOR = 0.55 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	\$0.03
Casing, 650 mm dia, per 0.3 m (Casing, 26" dia, per lf)	0130	\$0.05
Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf)	0140	\$0.08
Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf)	0150	\$0.19
Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf)	0160	\$0.24

Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf)	0170	\$0.27	Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deepx88" wide trench, per section)	0540	\$1.27
Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf)	0180	\$0.36	Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deepx15' wide trench box, per 10')	0550	\$8.75
Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight)	0190	\$0.03	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	\$17.21
Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf)	0200	\$0.02	Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deepx8' max trench box, per 16')	0570	\$15.46
Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf)	0210	\$1.14	Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deepx8' max trench box, per 24')	0580	\$21.49
Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf)	0220	\$1.30	Wood, 50 mm x255 mm, per 30.5 m (Wood, 2"x10", per 100 lf)	0605	\$0.14
Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf)	0230	\$1.95	Wood, 50 mm x305 mm, per 30.5 m (Wood, 2"x12", per 100 lf)	0610	\$0.18

SCAFFOLDING, SHORING, [SSFW]

FALSEWORK

<u>Model</u>	<u>Code</u>	<u>Rate</u>	<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	\$39.86	Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	0615	\$0.12
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	0320	\$44.17	Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	0620	\$0.18
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	0330	\$48.54	Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	0625	\$0.25
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	0340	\$2.43	Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	0630	\$0.38
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	0350	\$2.57	Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	0635	\$0.62
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	0360	\$2.22	Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	0640	\$1.01
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	0370	\$2.40	Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	0645	\$1.24
Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm (6x12 girder panel, per sf)	0380	\$0.17	Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	0650	\$1.39
Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	0390	\$0.04	Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	0655	\$1.20
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	0410	\$0.50	Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	0660	\$0.26
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	0420	\$1.12	Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	0670	\$0.03
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	0430	\$1.47			
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	0440	\$0.69	TANK [TANK]		
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	0450	\$1.05	<u>Model</u>	<u>Code</u>	<u>Rate</u>
Scaffolding, spider staging, plus air compressor	0460	\$22.14	Tank, metal, 0-2270 liters (0-600 gallons)	0710	\$0.68
Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring,3.5' deep x 88" wide trench, per section)	0510	\$1.14	Tank, metal, 2270-4540 liters (600-1200 gal)	0720	\$0.93
Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deepx12' wide trench box, per 24')	0515	\$10.58	Tank, metal, 4540-9840 liters (1200-2600 gal)	0730	\$2.30
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	0520	\$1.20	Tank, metal, 22 710 liters (6000 gallons)	0740	\$4.62
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	0530	\$1.06	Tank, metal, 28 390 liters (7500 gallons)	0750	\$5.79
			Tank, metal, 30 280 liters (8000 gallons)	0760	\$6.13
			Tank, metal, 37 850 liters (10000 gallons)	0770	\$6.80

TRAFFIC SAFETY	[TRAF]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
Crash cushion barrel, filled, each	0810	\$1.17	
K-rail, temporary concrete barrier, per 6.1 m (20 lf)	0820	\$0.44	

PAVEMENT GRINDERS, DIAMOND BLADES	[PGDIA]
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DELAY FACTOR = 0.08 OVERTIME FACTOR = 0.92
 Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement blades are included in the rates listed below.

CONCUT	[CCUT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
BC-38 (136 blades)	0500	\$189.84	
BC-244 (187 blades)	0505	\$234.02	
BC-1268 (48 blades)	0510	\$72.39	

CUSHION CUT	[CUCT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
HG-130A (127 blades)	0600	\$180.19	
PC-390 (171 blades)	0610	\$280.21	

PENHALL	[PENH]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
G-38 (172 blades)	0800	\$357.50	

TARGET	[TARG]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
CG-65 (41 blades)	0900	\$109.20	
PRM-3804 (170 blades)	0905	\$393.81	

PAVEMENT GRINDERS, TUNGSTEN-CARBIDE BITS	[PGT-C]
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DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.90
 Includes water (but not water truck or trailer), coolant, cutting compounds and all attachments and accessories. Replacement bits or tips are included in the rates listed below.

BARBER-GREENE	[B-G]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
RX-20	0100	\$187.43	
RX-30	0105	\$297.74	
RX-40B	0110	\$346.41	
RX-50	0115	\$407.06	
RX-80B	0120	\$680.90	

CATERPILLAR	[CAT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
PM-800	0200	\$527.90	
PR-105	0201	\$90.69	
PR-275	0205	\$248.91	
PR-450	0210	\$366.25	
PR-750	0215	\$539.65	

PR-750B	0216	\$564.22
PR-1000	0220	\$739.70

C.M.I.	[CMI]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
PR-275 RT	0150	\$237.26	
PR-375	0155	\$303.71	
PR-450	0160	\$348.15	
PR-525	0165	\$378.13	
PR-500FL	0170	\$411.79	
PR-750	0175	\$522.42	
PR-800-7	0177	\$570.11	
PR-1000	0180	\$620.45	

INGERSOLL-RAND	[I-R]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
MW-175	0280	\$104.30	
MW-250	0285	\$112.28	
MW-250C	0286	\$134.98	
MT-6520 (crawler)	0300	\$337.40	
MW-6520	0305	\$242.61	
MW-6520HC	0310	\$313.60	
MT-7000	0315	\$427.59	

WIRTGEN	[WIRT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
300VC	0380	\$40.23	
1000VC	0390	\$153.12	
1900DC	0395	\$358.62	
2000VC	0400	\$349.24	
2100VC	0402	\$451.29	
2200VC	0405	\$591.43	
3500VC	0410	\$603.94	
4200VC	0420	\$621.51	

PUMPS, WATER HOSE	[PUMWA]
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DELAY FACTOR = 0.35 OVERTIME FACTOR = 0.68
 Centrifugal and diaphragm types (including submersibles). Rate includes power (gas, diesel or electric generator), 7.6 meters (25 lineal feet) of suction hose, 15.2 meters (50 lineal feet) of discharge hose, foot valve and all fittings, attachments and accessories.

A PUMP	[APMP]		
Listed by Mfr's rated capacity measured in thousands of liters per minute (thousands of gallons per hour) at 3.0 meters (10 feet) of suction head.			
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	0.6 (10)	000-010	\$3.56
0.6 (10)	1.3 (20)	010-020	\$5.66
1.3 (20)	1.9 (30)	020-030	\$6.39
1.9 (30)	3.2 (50)	030-050	\$24.43
3.2 (50)	7.9 (125)	050-125	\$28.29
7.9 (125)	15.8 (250)	125-250	\$33.03

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).

OVER	TO	Code	Rate
0	60 (2.5)	0-2.5	\$0.07
60 (2.5)	80 (3)	2.5-3.5	\$0.11
80 (3)	100 (4)	3.5-4	\$0.16
100 (4)	150 (6)	4-6	\$0.26

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).

OVER	TO	Code	Rate
0	60 (2.5)	0-2.5	\$0.05
60 (2.5)	90 (3.5)	2.5-3.5	\$0.09
90 (3.5)	100 (4)	3.5-4	\$0.13
100 (4)	150 (6)	4-6	\$0.18

ROLLERS, TANDEM STEEL WHEELS [ROL-2]

DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.91

Includes all attachments and accessories.

BOMAG [BMAG]

Model	Code	Rate
BW-4AS	1150	\$26.30
BW-6AS	1155	\$27.90
BW-10AS	1160	\$47.74
BW-12AS	1165	\$48.51

DRESSER [DRES]

Model	Code	Rate
S3-5B	2500	\$34.54
S8-12A	2520	\$45.40
S10-14A	2525	\$46.16

FERGUSON [FERG]

Model	Code	Rate
3-5 ton	4048	\$21.33
3-5A	4048A	\$22.53
4-6A	4142A	\$22.68
5-8 ton	4236	\$50.73
5-8A	4240	\$38.57
8-12 ton	4424	\$40.00
8-12B	4424B	\$41.99
8-12A	4430	\$39.55
10-14 ton	4450	\$40.88
10-14A	4455	\$40.06
10-14B	4455B	\$42.55

GALION [GALN]

Model	Code	Rate
4-6 ton roll-o-static	4650	\$33.48
S4-6A, S4-6B	4670	\$36.01

5-8 ton roll-o-static	4800	\$38.97
S5-8A	4820	\$41.48
8-10.5 ton roll-o-static	4988	\$39.61
S8-10.5A	5000	\$42.17
8-12 ton roll-o-static	5176	\$39.92
S8-12A	5190	\$42.81

HYSTER [HYST]

Model	Code	Rate
C 330A 3-5 ton	6520	\$35.77
C 330B 3-5 ton (Hypac)	6520B	\$27.39
C 330A 4-6 ton	6525	\$37.11
C 330B 4-6 ton (Hypac)	6526	\$29.49
C 340A 5-8 ton	6530	\$43.91
C 340A 8-10 ton	6540	\$44.46
C 340B 5-8 ton	6545	\$38.81
C 340C 5-8 ton (Hypac)	6546	\$41.09
C 340B 8-10 ton	6548	\$39.51
C 340C 8-10 ton (Hypac)	6549	\$41.57
C 350B 8-12 ton	6710	\$45.34
C 350B 10-14 ton	6740	\$45.82
C 350C 8-12 ton	6750	\$40.78
C 350C 10-14 ton	6755	\$41.47
C 350D 8-12 ton	6757	\$42.22

INGRAM [INGM]

Model	Code	Rate
4-6 ton FB	6900	\$27.07
5-6.5 ton FB	6965	\$28.60
8-12 ton HB	7175	\$39.71
10-14 ton HB	7275	\$40.32

REXNORD [RXND]

Model	Code	Rate
3-5 ton	8566	\$26.09
4-6 ton	8572	\$26.66
5-8 ton	8578	\$59.43
7-10 ton	8584	\$59.63
8-12 ton	8590	\$59.98
10-14 ton	8596	\$60.31

ROLLERS, RUBBER TIRE, SELF PROPELLED [ROLRT]

DELAY FACTOR = 0.15 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	\$43.99	

CATERPILLAR	[CAT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
PS 110	3460	\$43.96	
PS 130	3465	\$43.38	
PS 180	3470	\$45.57	
PS 200B	3480	\$57.59	

DYNAPAC	[DYPC]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
CP 15	3500	\$42.29	
CP 21	3510	\$51.90	
CP 27	3520	\$67.03	

GALION	[GALN]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
3500	4310	\$44.38	
P 3000	4315	\$40.39	
P 3500A	4320	\$44.52	

HYSTER	[HYST]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
C 530A	5401	\$43.36	
C 550A	5494	\$48.85	

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	\$86.99	
K 301	1635	\$97.00	
K 401	1638	\$114.20	

CATERPILLAR	[CAT]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
815	2300	\$100.83	
815B	2310	\$147.59	
815F	2320	\$160.46	
825B	2500	\$169.83	
825C	2510	\$218.56	
835	2700	\$216.70	

RAYGO	[RAGO]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
30	6490	\$84.68	
45	6500	\$127.78	
RAM PAK 45	6505	\$136.84	

REXNORD	[RXND]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
3-30	7120	\$101.81	
3-35 PACTOR	7127	\$123.14	
3-45 PACTOR	7130	\$157.59	
3-50, 3-50A PACTOR	7140	\$176.73	
3-55, 3-55B PACTOR	7150	\$210.45	

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

DELAY FACTOR = 0.43 OVERTIME FACTOR = 0.62
Includes all attachments and accessories. Listed by drum dimensions in millimeters (feet) in either direction. The first digit is the diameter and the second digit is the length of each drum.

SINGLE DRUM UNIT	[ADRU]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
1220 mm x1220 mm (4'X4') & under	4X4	\$1.77	
over 1220 mm (4') - not over 1520 mm (5')	4X5	\$2.00	
over 1520 mm (5')	5	\$3.63	

DOUBLE DRUM UNIT	[DDRU]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
1220 mm x1220 mm (4'X4') & under, each	4X4	\$4.27	
over 1220 mm (4') - not over 1520 mm (5'), each	4X5	\$12.92	
over 1520 mm (5'), each	5	\$23.78	

ROLLERS, VIBRATORY, SELF PROPELLED [ROVIB]

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

BUFFALO-BOMAG	[B-B]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
BW 210	2060	\$66.43	
BW 210A	2070	\$68.40	
BW 213	2080	\$67.52	
BW 214	2090	\$69.24	

BOMAG	[BMAG]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>	
BW 35	0700	\$6.85	
BW 60, 60S	0800	\$10.63	
BW 65, 65S	0900	\$7.36	
BW 75, 75S	1000	\$11.89	
BW 85T	1200	\$21.01	
BW 90	1300	\$13.93	

[P&H]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
535	7716	\$115.22
550	7748	\$121.23
670 WLC	7892	\$141.03

SHOVELS & CRANES, TRUCK MOUNTED [S&CTK]

DELAY FACTOR = 0.21 OVERTIME FACTOR = 0.82
 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).

[AMHD]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
5470	1015	\$115.05
5530	1080	\$198.77
7450	1130	\$114.16
7460	1140	\$160.08
7530	1170	\$179.75
8460	1178	\$227.29
8470	1179	\$358.05

[L-B]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
HC 48A	4332	\$69.52
HC 108B	4960	\$85.19
HC 108C	4970	\$120.86
HC 138	4992	\$90.46
HC 138A	4995	\$194.22
HC 218	5050	\$119.19
HC 218A	5051	\$193.44
HC 228H	5054	\$237.41
HC 238A, 238B	5065	\$196.05

[P&H]		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
440 TC	7240	\$86.44
650A TC	7720	\$122.38
670 TC	7790	\$125.94
790 TC	7880	\$118.44
8115A TC	7950	\$162.43

SANBLASTING EQUIPMENT [SANBL]

DELAY FACTOR = 0.51 OVERTIME FACTOR = 0.53
 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.

[REMC]			
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
45 (100)	159 (350)	010-035	\$1.52
159 (350)	272 (600)	035-060	\$2.01
272 (600)	454 (1000)	060-100	\$2.04
454 (1000)	680 (1500)	100-150	\$2.56
680 (1500)	907 (2000)	150-200	\$2.85

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).

[SAW]			
<u>Model</u>		<u>Code</u>	<u>Rate</u>
>3.7 (5)	30 amps @ 120V	5-HP	\$2.91

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.

[ABOP]			
OPERATION			
Listed in accordance with Mfr's rated kilowatts (horsepower).			
<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	7.5 (10)	0-10	\$3.34
7.5 (10)	14.9 (20)	10-20	\$7.60
14.9 (20)	24.6 (33)	20-33	\$15.09
24.6 (33)	33.6 (45)	33-45	\$17.44
33.6 (45)	48.5 (65)	45-65	\$20.89

[ABSK]			
BLADE SAWKERF			
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

CATERPILLAR

[CAT]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D-3	2340	\$33.17
D-3B	2345	\$36.59
D-3 LGP	2350	\$33.79
D-3B LGP	2355	\$37.79
D-3B SA	2370	\$40.91
D-3C	2380	\$38.77
D4C Series III	2450	\$49.51
D-4D	2655	\$40.01
D-4E direct drive	2660	\$41.95
D-4E power shift	2665	\$43.19
D-4H	2670	\$54.50
D-4H LGP	2675	\$54.21
D-4H Series II	2680	\$55.66
D-4E SA	2772	\$50.91
D-4E LGP power shift	2780	\$43.37
D-4E LGP direct drive	2782	\$43.37
D-4G XL	2790XL	\$50.24
D-5	3194	\$57.44
D-5B power shift	3206	\$60.58
D-5B SA	3325	\$66.19
D-5B LGP	3345	\$63.14
D-5C	3346	\$53.81
D-5H	3347	\$72.19
D-5H Series II	3348	\$76.00
D-5H LGP	3350	\$75.09
D-6C direct drive	3645	\$74.60
D-6C power shift	3688	\$75.21
D-6C LGP	3710	\$77.62
D-6D	3720	\$85.47
D-6D SA	3725	\$96.23
D-6D LGP	3730	\$85.91
D-6H	3732	\$97.38
D-6H Series II	3733	\$101.79
D-6H LGP	3735	\$101.74
D-6M LGP	3745	\$94.14
D-6N XL	3755	\$96.95
D-6R DS	3800	\$107.28
D-6R XL	3815	\$112.72
D-7G	4180	\$128.37
D-7G LGP	4200	\$124.36
D-7G SA	4210	\$137.69
D-7H	4215	\$132.89
D-7H Series II	4216	\$141.90
D-7H LGP	4220	\$139.07
D-8K	4858	\$171.38
D-8L	4862	\$205.10
D-8L SA	4863	\$223.13
D-8N	4864	\$183.59

D-8R	4870	\$201.72
D-9H	5160	\$228.53
D-9L	5165	\$272.62
D-9N	5170	\$232.51
D-9R	5175	\$271.47
D-10	5220	\$417.85
D-10N	5225	\$335.83
D-10R	5227	\$374.60
D-11N	5230	\$521.99

JOHN DEERE

[DEER]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
JD 350C	5360	\$36.52
JD 350D	5365	\$40.98
JD 400G	5405	\$34.28
JD 450C	5474	\$36.62
JD 450D	5476	\$38.01
JD 450E	5478	\$38.65
JD 450G	5479	\$41.69
JD 450J LT/LGP	5479J	\$50.49
JD 550	5480	\$41.29
JD 550A	5481	\$44.75
JD 550B	5483	\$43.54
JD 550G	5484	\$48.55
JD 650G	5484A	\$54.35
JD 650H LGP	5484H	\$58.11
JD 750	5485	\$64.50
JD 750B	5486	\$70.72
JD 750 LGP	5487	\$67.32
JD 750B LGP	5488	\$85.74
JD 850	5490	\$84.39
JD 850B	5491	\$97.17
JD 850 LGP	5492	\$88.95
JD 850B LGP	5495	\$104.07

DRESSER

[DRES]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
TD 7E	9100	\$37.60
TD 7G	9102	\$41.70
TD 8E	9105	\$45.80
TD 8G	9107	\$49.11
TD 12	9110	\$65.83
TD 12 LGP	9115	\$75.17
TD 15C	9120	\$92.24
TD 15E	9122	\$112.38
TD 15C LGP	9125	\$89.49
TD 20E	9130	\$124.49
TD 20G	9135	\$150.07
TD 20G LGP	9137	\$157.40
TD 25E	9139	\$177.72
TD 25G	9140	\$218.27

FIAT-ALLIS

<u>Model</u>	<u>Code</u>	<u>Rate</u>
10C	6043	\$73.02
10C LGP	6044	\$73.87
14C	6048	\$92.11
FD 20	6056	\$132.38
21C	6060	\$153.31
FD 30	6060E	\$178.63
31	6061	\$243.22
FD 40	6061E	\$276.74

KOMATSU

<u>Model</u>	<u>Code</u>	<u>Rate</u>
D 21P-6	7965	\$39.76
D 31A-16	7970	\$34.72
D 31A-17	7972	\$38.02
D 31E-17	7976	\$39.65
D 31E-18	7977	\$41.96
D 31P-16	7980	\$35.09
D 31P-17	7981	\$38.72
D 31P-17B	7981E	\$40.64
D 58E-1	8003	\$76.79
D 58P-1	8003H	\$84.43
D 65E-6	8070	\$88.83
D 65E-7, E-8	8072	\$98.77
D 65P-6	8080	\$91.45
D 65P-7 / D 65P-8	8082	\$102.11
D 68P-1	8083	\$112.48
D 68E-1	8085	\$107.49
D 83E-1	8087	\$130.77
D 83P-1	8088	\$132.09
D 85P-18	8090	\$140.98
D 85A-18	8114	\$124.31
D 85E-12	8120	\$109.25
D 85E-18	8140	\$134.24
D 135A-1	8150	\$172.67
D 155A-1	8160	\$199.28
D 155A-2	8161	\$198.88
D 375A-1	8175	\$316.44
D 375A-2	8176	\$350.27
D 455A-1	8180	\$388.05
D 475A-2	8186	\$546.08

[F-A]

[KOMA]

TRACTORS, HEAVY [TRACH]

DELAY FACTOR = 0.14 **OVERTIME FACTOR = 0.87**
 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	\$118.43
814B	1410	\$172.09
824B	1720	\$193.07
824C	1730	\$233.21
834B	2010	\$351.12

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

DELAY FACTOR = 0.10 **OVERTIME FACTOR = 0.91**

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	\$28.83
auger, w/ or w/o loader or dozer	B	\$29.24
backhoe, w/ or w/o loader or dozer	C	\$30.73

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

Model	Code	Rate
with loader or dozer	A	\$38.05
auger, w/ or w/o loader or dozer	B	\$38.57
backhoe, w/ or w/o loader or dozer	C	\$40.11

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

DELAY FACTOR = 0.34 OVERTIME FACTOR = 0.70

CHANGEABLE MESSAGE SIGN [CMSN]

Model	Code	Rate
Generator	GEN1	\$14.13
Generator w/ cell remote	GEN2	\$15.37
Solar	SOL1	\$9.57
Solar w/ cell remote	SOL2	\$10.81

FLASHING ARROW SIGN [FLAS]

Including supplies, replacements and servicing.

Model	Code	Rate
Roof mounted	RM	\$0.84
Trailer mounted	TM	\$3.39

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

DELAY FACTOR = 0.72 OVERTIME FACTOR = 1.00

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

(I) BARRICADES [IBAR]

(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.)

Model	Code	Rate
each with flasher	A1	\$0.45
each without flasher	A2	\$0.23
each	B3	\$1.03

(2) TRAFFIC CONES [2TC]

Lost or destroyed are no longer paid on invoice.

Model	Code	Rate
450 mm (18") high, per 100	A100	\$8.24
700 mm (28") high, per 100	B100	\$14.33
700 mm (28") high w/ refl sleeve, per 100	D100	\$22.14
1,050 mm (42") high w/ refl sleeve, per 100	E100	\$36.83

(3) PORTABLE DELINEATOR [3DEL]

Lost or destroyed are no longer paid on invoice.

Model	Code	Rate
per 100	100	\$23.50

(4) ILLUMINATED SIGNS [4SIG]

Model	Code	Rate
incl 900 mm x900 mm (3'x3') sign & batteries	12V	\$5.71

(5) FLASHING BEACON [5BEA]

Model	Code	Rate
portable 12 volt	12V	\$5.83

(6) FLAG/SIGN STAND [6FSS]

Model	Code	Rate
incl sign, stand & 3 flags	EACH	\$2.64

(7) DELINEATOR DRUM [7DDR]

Model	Code	Rate
Del. drum w/ base per 100	100	\$58.28

TRAILERS, EQUIPMENT, LOW BED [TRAIL]

DELAY FACTOR = 0.41 OVERTIME FACTOR = 0.64

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

LOW BED A [LB-A]

Model	Code	Rate
2 axle		
4 Tires per axle	100	\$14.11
8 Tires per axle	200	\$17.79

LOW BED B [LB-B]

Model	Code	Rate
3 axle		
4 Tires per axle	300	\$18.93
8 Tires per axle	400	\$21.94

LOW BED C [LB-C]

Model	Code	Rate
4 axle		
4 Tires per axle	500	\$30.40
8 Tires per axle	600	\$37.74

VERMEER

[VERM]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
CC-135	8350	\$92.14
M 220	8380	\$17.91
M 455 / M455A	8480	\$41.23
M 475	8570	\$43.46
M 475A	8571	\$49.54
M 485	8580	\$47.16
M 495	8585	\$77.26
T 300B, T 300A	8718	\$27.62
T 400C, T 400B, T 400A	8781	\$59.02
T 600D, C, B, A	8842	\$84.94
T 650	8843	\$142.39
T 800B, T 800A, T800	8870	\$135.83
T 800C	8871	\$148.36
T 850	8875	\$264.22
V 430	8950	\$31.44
V 430A	8951	\$35.26
V 434 / M 434	9000	\$30.33
V 440	9015	\$33.38
V 450	9017	\$39.08
V 454	9020	\$34.14
V 1550	9025	\$16.68

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

DELAY FACTOR = 0.14 OVERTIME FACTOR = 0.87

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

TRUCKS [T&TT]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
CARS , LIGHT TRUCKS			
3175 (7000)	5443 (12000) No small pickups	06-12	\$26.95
5443 (12000)	9072 (20000)	12-20	\$33.06
9072 (20000)	12701(28000)	20-28	\$35.68
12701 (28000)	16330 (36000)	28-36	\$44.95
16330 (36000)	21773 (48000)	36-48	\$51.92
21773 (48000)	27216 (60000)	48-60	\$63.97
27216(60000) & Over		60	\$81.17

TRUCKS, OFF-HIGHWAY [TRUOF]

DELAY FACTOR = 0.19 OVERTIME FACTOR = 0.83

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

TRUCK OFF-HIGHWAY [TRU]

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
9.1 (10)	13.6 (15)	10-15	\$49.80
16.3 (18)	20.0 (22)	18-22	\$88.45
20.0 (22)	24.5 (27)	22-27	\$110.79
24.5 (27)	29.0 (32)	27-32	\$126.41
29.0 (32)	36.3 (40)	32-40	\$172.49
36.3 (40)	49.9 (55)	40-55	\$257.87
49.9 (55)	60.8 (67)	55-67	\$289.21

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	\$55.69
3 axles	3AXL	\$71.65
4 axles	4AXL	\$79.89
5 axles	5AXL	\$90.08

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.84

ARC WELDING MACHINES [AWM]

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

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	250	0-250	\$6.12
250	500	250-500	\$11.86
over	500	500	\$12.12

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	\$0.26

EXHIBIT K

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS908A
San Diego, CA 92101

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

Project/WBS No.: 16000025

Project Title: Collwood Way Storm Drain Emergency Repair

Project Location-Specific: 5006 Collwood Way, San Diego, CA 92115

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

Description of nature and purpose of the Project: A section of 72-inch diameter reinforced concrete pipe (RCP) storm drain has failed and formed a sink hole (nine feet in diameter by five to six feet deep) in the Home Owners Association area of the condominium structure located at 5006 Collwood Way in the College Area Community Planning Area (Council District 9). Unless the storm drain is repaired immediately, there is the potential for property damage. Work will include, but is not limited to, the inspection and patch repair of the damaged portions of the RCP storm drain. The contractor will patch and fill voids within the storm drain pipe with a cement mortar mixture as encountered. The sink hole will be filled to pre-emergency grade and compaction. All staging activities will occur within the developed public right-of-way. Only non-native ornamental vegetation (grass lawn) would be impacted. The project will not impact any environmentally sensitive lands or resources.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department
Jeff Cramoline, Project Manager
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101
(619) 533-3156

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

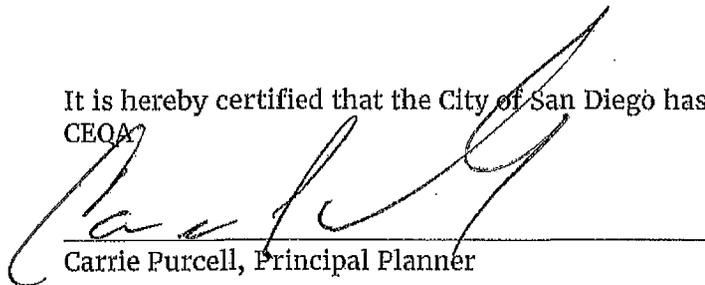
Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory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

Lead Agency Contact Person: Jerry Jakubauskas, Senior Planner Telephone: (619) 533-3755

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, Principal Planner

February 6, 2017
Date

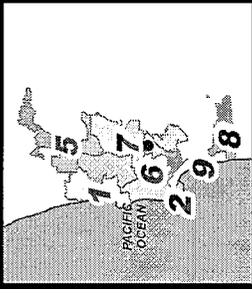
Check One:

- Signed By Lead Agency
- Signed by Applicant

Date Received for Filing with County Clerk or OPR:

EXHIBIT L

LOCATION MAP



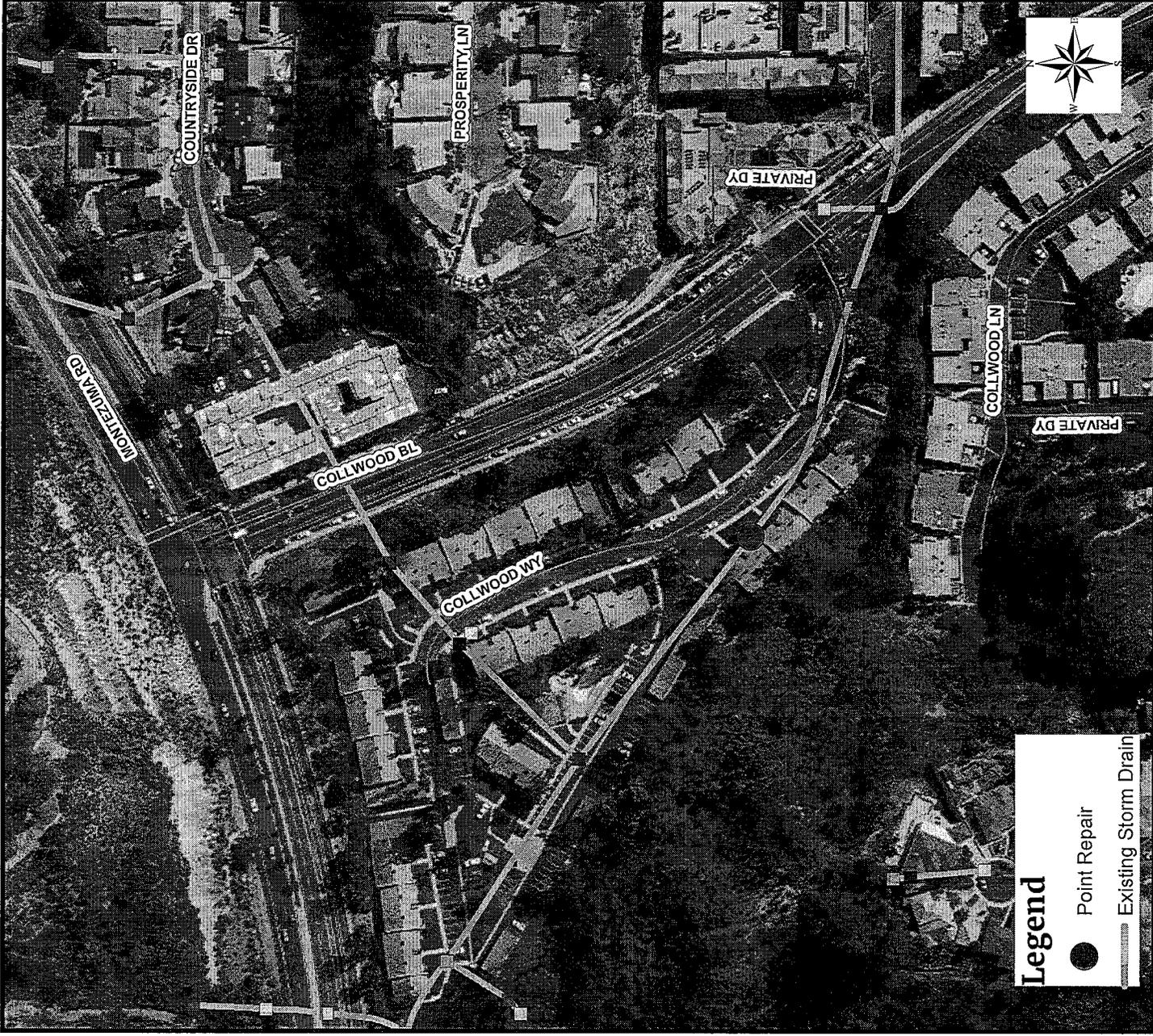
The City of **SAN DIEGO** Public Works

Collwood Way Storm Drain Emergency Repair

SENIOR ENGINEER
Kris Shackelford
619-533-4121

PROJECT MANAGER
Jeff Cramoline
619-533-3156

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



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COMMUNITY NAME: Mid-City

Date: January 26, 2017

Exhibit L - Location Map
Collwood Way Storm Drain Repair

COUNCIL DISTRICT: 9



SAP ID: B-17111

EXHIBIT M

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

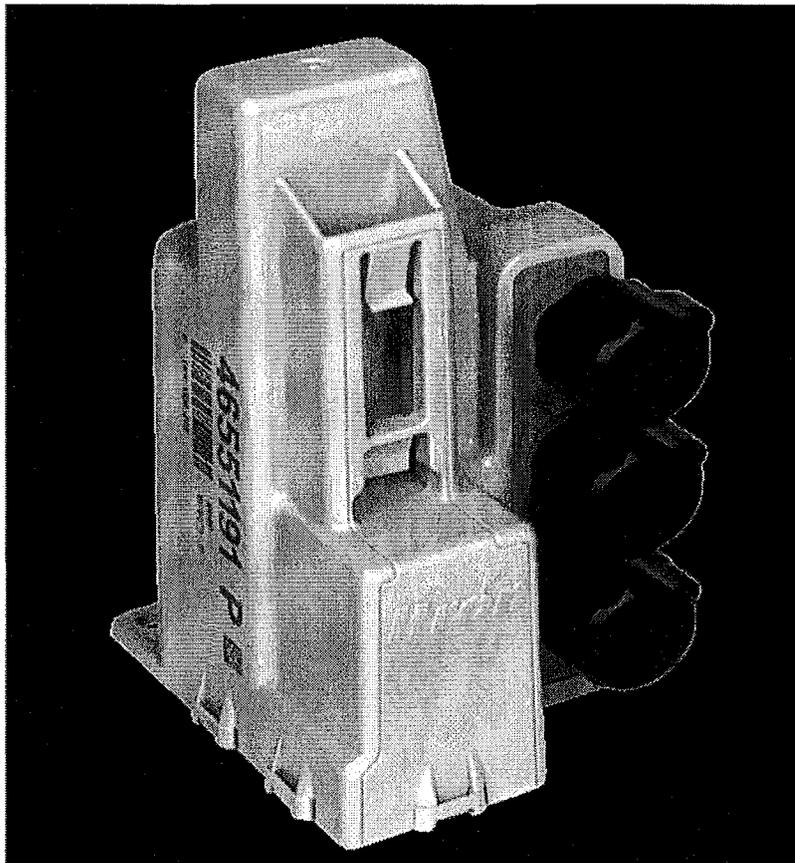
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

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

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

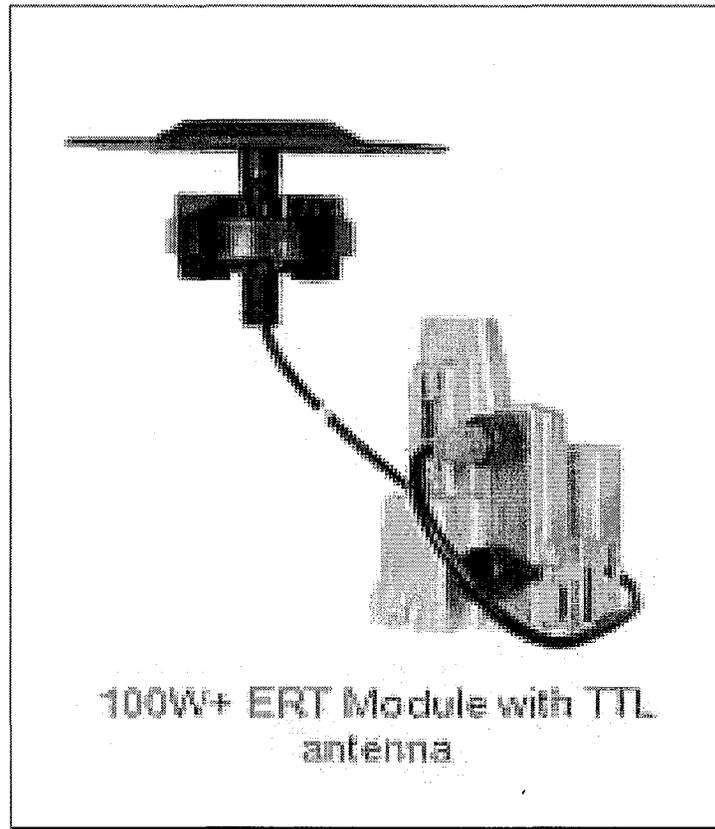
- A. Endpoints, see Photo 1:

Photo 1



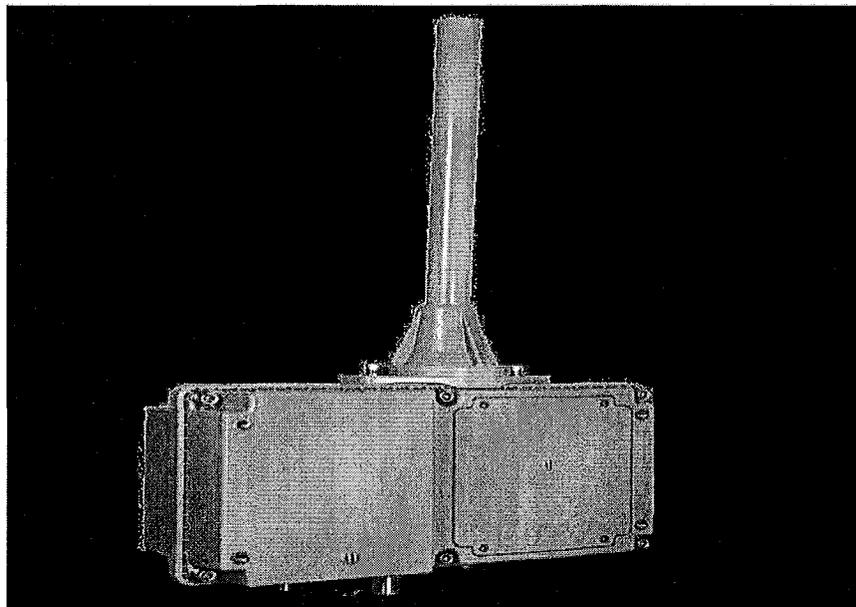
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



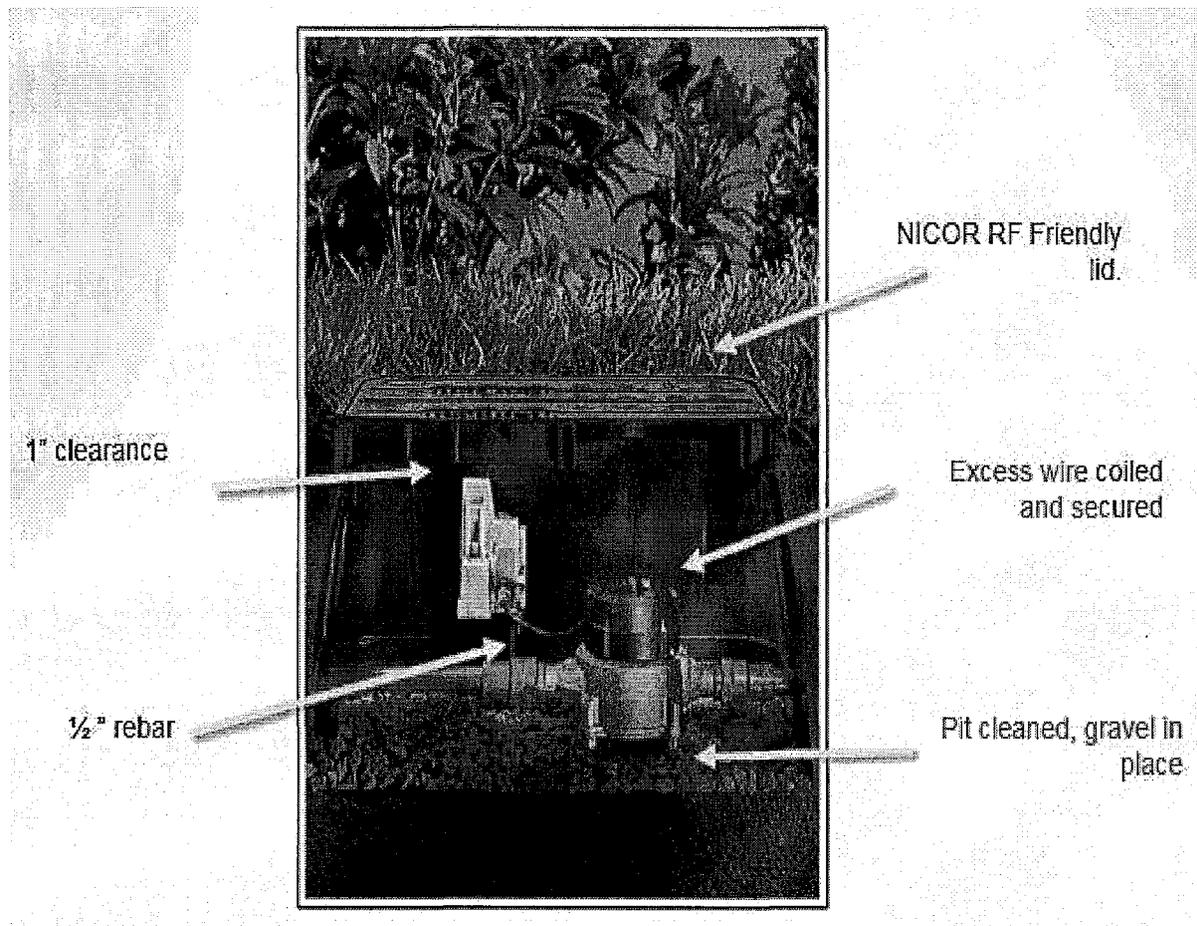
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

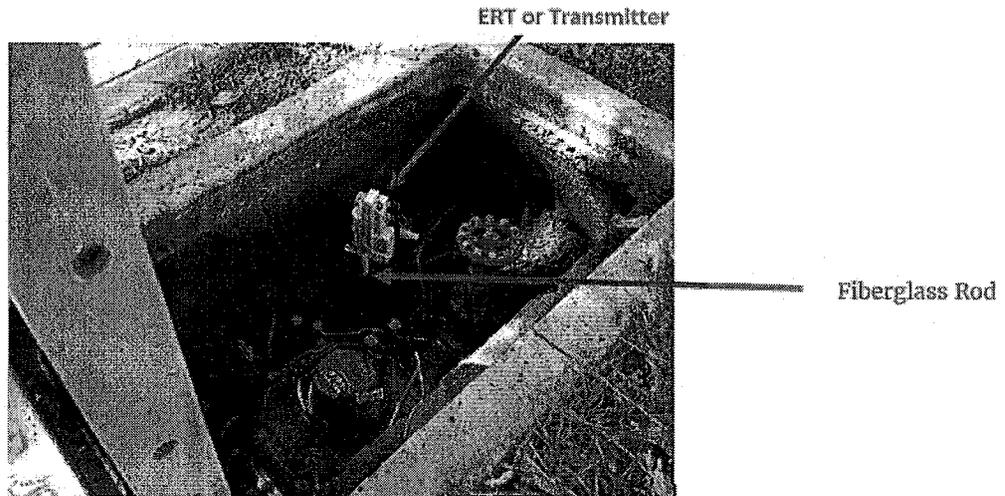
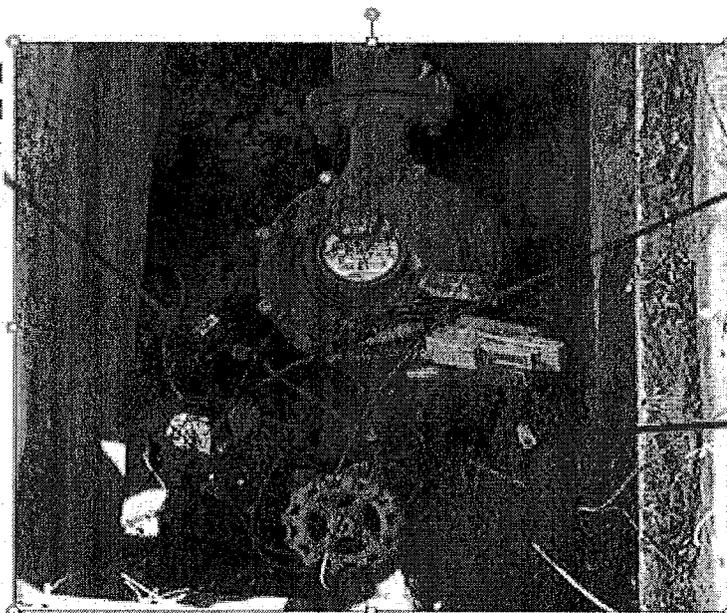


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6

The antenna was drilled into the lid and now it is removed



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

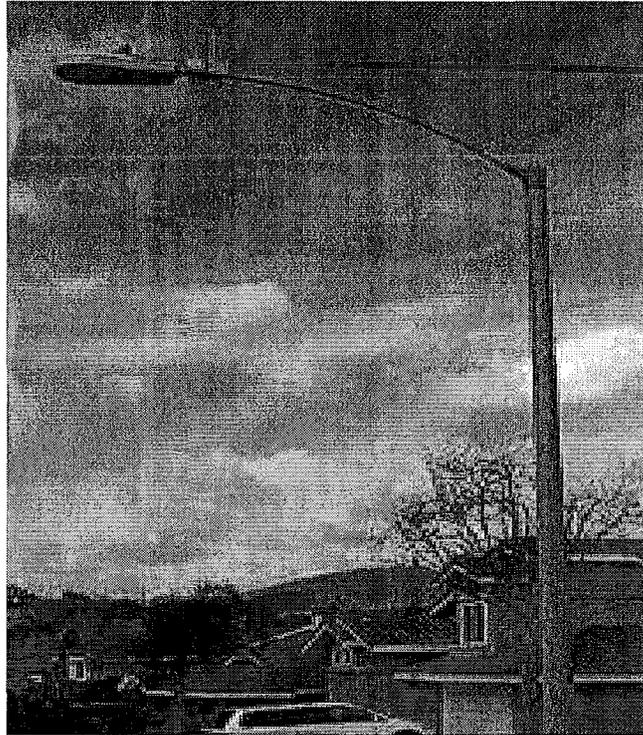
Photo 7



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

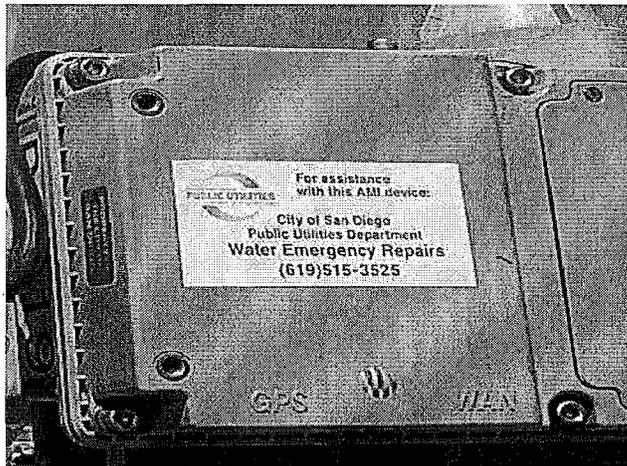
Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego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

Photo 8



Network Device

Photo 9



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