

City of San Diego

CONTRACTOR'S NAME: ORION Construction Corporation
ADDRESS: 2185 La Mirada Drive Vista, CA 92081
TELEPHONE NO.: (760) 597-9660 **FAX NO.:** (760) 597-6661
CITY CONTACT: Juan Espindola - Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, **Fax No.** (619) 533-3633
MGonzalez/Ajaro/Lad

CONTRACT DOCUMENTS



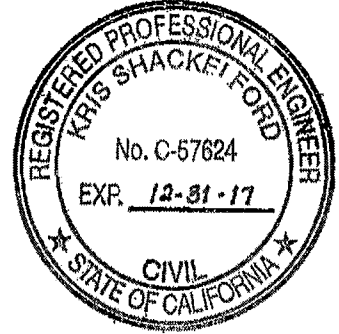
FOR ORIGINAL

SOLE-SOURCE CONSTRUCTION SERVICES FOR MISSION GORGE ROAD SETTLEMENT EMERGENCY

BID NO.: K-17-6793-SLS-3
SAP NO. (WBS/IO/CC): B-16181
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 7
PROJECT TYPE: JB

ENGINEER OF WORK

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





For City Engineer

8-1-16 Seal:
Date

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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of providing design consultation and constructing this project at the direction of the City Engineer.
- 1.2. The Work consists of investigating and remediation of the ground settlement that caused road and median subsidence on Mission Gorge Road between Greenbrier Avenue and Old Cliffs Road. The contractor will investigate the source of the median and road subsidence. The contractor will provide the City with a proposal to remediate the problem. After the proposal is approved by the City with a proposal to remediate the problem, the contractor will implement the necessary repairs.
- 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, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.

- 2.2. 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. To The 2012 WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor 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. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
 2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.

5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and

encourages all employees to seek and prepare appropriately for such opportunities.

16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

4.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.

4.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

4.2.1. Total voluntary subcontractor participation percentage for this project is 0%.

5. CONTRACT TIME: The Work shall be completed within **205 Calendar Days** from the date of issuance of the NTP unless extended by the Engineer.

6. CONTRACT PRICE: The Engineer's Estimate of the Contract Price is **\$4,500,000.00**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the Engineer that sufficient additional funding has been secured.

7. 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.

8. 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.

8.1. 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.

- 8.1.1.** 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.
- 8.1.2.** 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.
- 8.2. 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.
- 8.3. 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.
- 8.3.1.** 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.
- 8.4. 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.

- 8.5. 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.
- 8.6. 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.
- 8.7. 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."
- 8.8. 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.
- 8.9. 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.
- 8.9.1.** 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.

9. **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")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

10. **PREQUALIFICATION OF CONTRACTORS:** The contractor must be pre-qualified for the City estimated Contract Price prior to Award. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

11. **INSURANCE REQUIREMENTS:**

11.1. 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.

11.2. 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.

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

13. **AWARD:** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code §22.3007.

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.

14. **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.

15. **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.

16. **PROPOSAL FORMS:** The signature of each person signing shall be in longhand.

17. **AWARD OF CONTRACT OR REJECTION OF BIDS:**

17.1. Pursuant to San Diego Municipal Code § 22.3016, this contract may be awarded to a contractor without competitive bidding when strict compliance with a competitive process would be unavailing or would not produce an advantage, and when soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

17.2. The City of San Diego reserves the right to reject the proposal from the contractor when such rejection is in the best interest of the City.

18. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **10 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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

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.

- 19. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 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.
- 20. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - 20.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 20.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 20.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 20.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 20.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 20.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 20.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

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

This sole-source 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 Corporation** (Contractor), for the purpose of designing (when required) and constructing projects 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 project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Construction Services, as set forth in this agreement.
- C. The City has selected the Sole-Source Contractor to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the 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:

INTRODUCTORY PROVISIONS

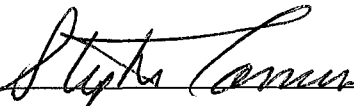
- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. This agreement incorporates the Standard Specifications for Public Works Construction (The GREENBOOK), including those amendments set forth in the City of San Diego Supplements included in The WHITEBOOK. All changes, additions, or both are stated herein and all other provisions remain unchanged.
- D. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK.
- E. 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.

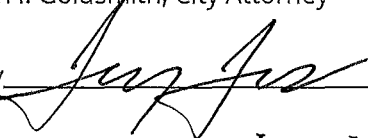
- F. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- G. The Contractor shall ensure that the Subcontractors whose subcontracts are greater than \$50,000 in value 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.”
- H. Pledge of Compliance may be downloaded at:
- http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the specified Working Days in the Notice Inviting Bids from the NTP 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 Inviting Bids.
- K. The City shall pay the Contractor for performance of the Work on a time and materials basis not to exceed \$4,500,000 without a written amendment to this Agreement.
- L. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- M. Prior to NTP or as required by the City, the Contractor shall:
- a) 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
 - b) 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 contract provisions of City Charter §94 authorizing such execution, and by the Contractor.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Jan I. Goldsmith, City Attorney
By 

Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Jeremy Jung
Deputy City Attorney

Date: 8-12-16

Date: 8-12-16

CONTRACTOR

By 

Print Name: Richard Dowsing

Title: President

Date: 8/8/2016

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 Corporation, a corporation, as principal, and
Western Surety Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and
assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of
FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,500,000.00) for the
faithful performance of the annexed contract, and in the sum of FOUR MILLION FIVE HUNDRED
THOUSAND DOLLARS AND ZERO CENTS (\$4,500,000.00) for the benefit of laborers and
materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Mission Gorge Road Settlement Emergency**, Bid Number **K-17-6793-SLS-3**, 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 August 4, 2016

Approved as to Form

Orion Construction Corporation
Principal

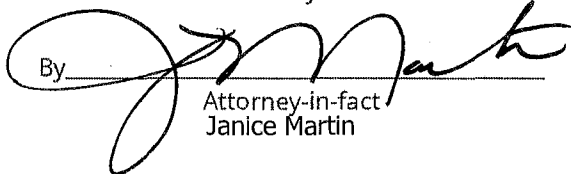
By 

Richard Dowsing, President
Printed Name of Person Signing for
Principal


Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Western Surety Company
Surety

By 
Attorney-in-fact
Janice Martin

Approved:

By 
Stephen Samara, Principal 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 \$35,000.00 *
*Premium is for contract term and subject to adjustment based on final contract price

Bond No. 58737880

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 AUG 04 2016 before me, John Richard Flores JR., 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(~~is~~) whose name(~~is~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~ executed the same in ~~his~~/her/~~its~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~its~~ signature(~~s~~) on the instrument the person(~~is~~), or the entity upon behalf of which the person(~~is~~) 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 [Signature]
Signature of Notary Public John Richard Flores JR.

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

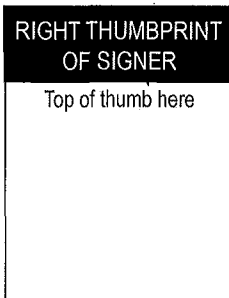
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

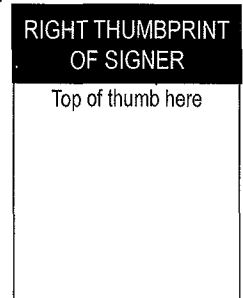
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Lawrence F Mc Mahon, James Baldassare Jr, Sarah Myers, Maria Guise, Lilia Robinson, Charlotte Aquino, Jennifer L Clampert, Janice Martin, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2015, 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
February 12, 2021



S. Eich, 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 4th day of August, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Mission Gorge Road Settlement Emergency

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 Corporation
(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 Richard Dowsing

Title President

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Mission Gorge Road Settlement Emergency

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 Corporation
(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 Richard Dowsing

Printed Name Richard Dowsing

Title President

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS - PLEDGE OF COMPLIANCE

PROJECT TITLE: Mission Gorge Road Settlement Emergency

I declare under penalty of perjury that I am authorized to make this certification on behalf of Onon 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 24 Day of August, 2016.

Signed R. Dowsing

Printed Name Richard Dowsing

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:

Mission Gorge Road Settlement Emergency

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-17-6793-SLS-3**; SAP No. (WBS/IO/CC) **B-16181**; 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 30th day of Aug, 2016

Robert B. Wilson

Notary Public

(SEAL)

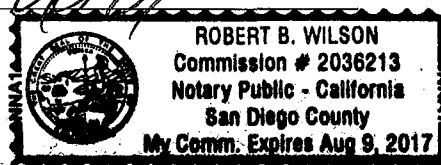


EXHIBIT F

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: Onon Construction Corp.

Certified By Richard Dowsing Title President
Name

R. Dowsing Date 8/8/16
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

COMPANY INFORMATION	
Company Name: <u>Orion Construction Corp.</u>	Contact Name: <u>RICHARD DOWSING</u>
Company Address: <u>2185 La Mirada Dr.</u> <u>Vista CA 92081</u>	Contact Phone: <u>760-597-9660</u>
	Contact Email: <u>RICHARD@ORIONCONSTRUCTION.COM</u>

CONTRACT INFORMATION	
Contract Title: <u>Mission Gorge Road Settlement Emergency</u>	Start Date: <u>8/20/16</u>
Contract Number (if no number, state location): <u>K-17-6793-SLS-3</u>	End Date: <u>4/10/2017</u>

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.

Richard Dowsing Pres R Dowsing 8/8/16
Name/Title of Signatory Signature Date

FOR OFFICIAL CITY USE ONLY			
Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> 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 (MUST BE FILLED OUT)	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: _____							

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

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

② 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	WHERE CERTIFIED
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 (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
 - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
-

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

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

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

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

2-5.3.1 General. To the City Supplement, ADD the following:

7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
 - a) The product type or category is not in the AML.
 - b) The AML does not list at least two available manufacturers of the product.
 - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

In the case of conducting a submittal review when required by the Plans or Special Provisions, or when requested by the Engineer, all submittals shall be accompanied by the City's submittal form.

The Product Submittal Form is available for download at:

<http://www.sandiego.gov/publicworks/edocref/index.shtml>

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

Geotechnical Investigation Grantville Trunk Sewer Various Locations San Diego, California dated January 28, 2011 by Southern California Soil & Testing, Inc.

5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/IN/Mission Gorge Road Settlement Emergency/>

2-9.1 Permanent Survey Markers. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you shall not disturb survey monuments that "control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control" until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.
2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS shall do the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

SECTION 4 - CONTROL OF MATERIALS

ADD:

- 4-1.3.7 Testing Under the Direction of the Engineer.** When a bid item for "Testing Under The Direction of The Engineer" is provided, then you shall employ and pay for the services of a qualified third party independent laboratory to perform the required testing. You will be reimbursed for the cost of testing under this bid item.

SECTION 5 - UTILITIES

5-2 PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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 must 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.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the

coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.

5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

7-3.2.4

Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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.

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

7-3.5.4.1 Additional Insured.

- 1. The policy or policies must be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of §2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and must not contribute to it.

7-3.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

7-4.1 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.

7-4.1.1 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. ADD the following:

1. Based on a preliminary assessment by the City, the Contract is subject to WPCP.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1¾".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

7-16 **COMMUNITY LIAISON.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

ADD:

7-16 **COMMUNITY OUTREACH.**

7-16:1 **General.**

1. To ensure consistency with the City's community outreach plan for the project, the City shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.
2. You shall perform the community outreach activities required throughout the Contract Time. You shall assign a staff member who shall perform the required community outreach services.
3. You shall closely coordinate the Work with the businesses, institutions, residents, and property owners impacted by the Project.
4. Your example duties include notifying businesses, institutions, and residents of the commencement of construction activities not less than 5 Days in advance, coordinating access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project, reporting activities at all Project progress meetings scheduled by the Engineer, attending the Project Pre-construction meeting, attending 2 community meetings, responding to community questions and complaints related to your activities, and documenting, in writing, as well as logging in all inquiries and complaints received into the City's internal public contact tracking system.
5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.

- a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
- b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
- c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
- d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

7-16.1.1 Quality Assurance.

- 1. During the course of community outreach, you shall ensure that the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, and etc.) on your behalf shall:
 - a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing.
 - b. Possess and display easily verifiable and readable personal identification that identifies the person as your employee.
 - c. Have the interpersonal skills to effectively, professionally, and tactfully represent you, the project, and the City to the public.

7-16.1.2 Submittals.

- 1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a. Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b. After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
- 2. You shall use the City's internal public contact tracking system to identify and summarize communications (via phone, in person, and email) with the public within 24 hours of receipt, even if your response to the individual is still incomplete. You shall upload to the City's internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.1.3 Weekly Updates Recipients. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Kris Shackelford, Senior Engineer, Kshackelford@sandiego.gov

Manual Gonzalez, Project Engineer, Mggonzalez@sandiego.gov

Hiep Hoang, Resident Engineer, Hhoang@sandiego.gov

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions; property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) radius of the Project, of construction activities and utility service interruptions not less than 5 Days in advance.
3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a. Where Work is to be performed at least 5 Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b. Within 5 Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.
4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.
5. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
6. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
7. For all Work on private property, contact each owner and occupant individually a minimum of 15 Days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions, and residences impacted by the Project.
2. You shall provide updates on construction impacts to the Resident Engineer. You shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.
3. You shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.
4. At the request of the Resident Engineer, you shall attend and participate in project briefings at community meetings.
5. You shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within the 24 hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.
2. Occasionally, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, television, bloggers, and videographers) do not have the legal right to be in the construction Site without the City's permission.
3. In the event that media representatives arrive near or on the construction Site(s), you shall keep them off the Site(s) in a courteous and professional manner until a Public Information Officer is available to meet them at an approved location.
4. You shall report all visits from members of the media to the Resident Engineer as quickly as possible so that the City's Public Information Officer can meet with the members of the media at the construction Site(s).
5. If the City allows members of the media to access a construction Site, you shall allow the City to escort the media representatives while they are on the construction Site and shall ensure their safety.
6. You shall require media representatives to sign in and out of the Site Visitor Log and to use personal protective equipment.
7. You have a right to speak to members of the media about your company and its role on the project. All other questions shall be referred to the City.

7-16.3 Exclusive Community Liaison Services.

1. You shall retain an Exclusive Community Liaison for the Project whose sole responsibilities shall be to implement 7-16.2, "Community Outreach Services" and the following:
 1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.
 2. Prepare and present of materials in coordination with the Resident Engineer.
 3. Respond to community questions and complaints related to your activities.
 4. Write, edit, update, or produce brochures, pamphlets, and news releases.
 5. Provide standard telephone inquiries and e-mail responses.
 - a) Respond to telephone calls and e-mails from the public.
 - b) Record calls and e-mails on to the City's internal public contact tracking system.
 6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.
 7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
 8. Attendance at Pre-construction, community and stakeholders meetings.

7-16.3.1 Exclusive Community Liaison Work Plan. The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications. Present your Exclusive Community Liaison and submit your exclusive community outreach plan in writing within 15 Days of the Award of the Contract.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM".

ADD:

9-3.7

Compensation Adjustments for Price Index Fluctuations. To the City Supplement, subsection c), item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2) In the event of an overrun of Contract time, adjustment in compensation for asphalt binder included in estimates during the overrun period shall be determined using the California Statewide Crude Oil Price Index in effect on the first business day of the month within the pay period in which the overrun began.

ADD the following:

- e) This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 203 – BITUMINOUS MATERIALS

203-15

RUBBER POLYMER MODIFIED SLURRY (RPMS). To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

207-17.2.3

Pipe Manufacturer. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- 1. PVC products, C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 300 - EARTWORK

300-1.4 Payment. To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12 inches thick, within the excavation e.g., trench limits, shall be included in the Bid item for the installation of the mains or the Work item that requires pavement removal.

SECTION 302 – ROADWAY SURFACING

302-3 PREPARATORY REPAIR WORK. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 PREPARATORY REPAIR WORK.

1. Prior to the placement of asphalt concrete or the application of slurry, you shall complete all necessary preparation and repair Work to the road segment.
2. Unless otherwise specified, preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, and removal of pavement markings.
3. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others to expose firm and unyielding pavement.
4. You shall prepare subgrade as needed and install a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.

5. If the base material is exposed in order to achieve the minimum specified depth, the material shall be compacted to 95% relative compaction (dig out). Compaction tests shall be made to ensure compliance with the specifications.
6. The Engineer shall determine when and where the test shall occur. The City will pay for the soils testing required by the Engineer which meets the required compaction. You shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base".
7. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
8. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
9. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "Asphalt Concrete Pavement". Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "Asphalt Concrete".
10. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
11. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
12. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b) When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base". Recycled base material shall conform to crushed miscellaneous aggregate base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
 - c) You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough

(a minimum of the machine drum width) and when approved by the Engineer.

- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.
- e) Base Repairs with RAC. Areas where failed paving is removed either by cold milling or by excavation shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. These areas have been marked on the street as "DO". The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Preliminary quantities are identified in the Contract Appendix but may need to be increased and approved by the Engineer at the time of construction. Base repairs shall not exceed 15% RAP in content.
- f) Unscheduled Base Repair with RAC. If paving operations cause damage outside of your control and require additional base repair, the areas shall be removed either by cold milling or by excavation and shall be restored to existing pavement grade with $\frac{3}{4}$ inch (19.1 mm) RAC at 8 inch (203.2 mm) depth unless otherwise directed by the Engineer. The asphalt concrete shall be B3-PG 64-10 as specified in 400-4, "Asphalt Concrete". Unscheduled base repairs shall not exceed 15% RAP.
- g) A base repair is considered unscheduled when it is not identified on the pavement with a "DO" or when you are directed by the Engineer to perform a base repair for the proper placement of an asphalt overlay.

302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosions, and other low spots in the pavement that are deeper than $\frac{1}{2}$ inch (12.7 mm) in accordance with 302-5.6.2, "Density and Smoothness".
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. You shall identify any new areas that may require patching prior to slurry Work to ensure the smoothness and quality of the finished product.
3. You shall identify and repair any areas that may require patching prior to the placement of slurry seal for a smooth and finished product.

4. Asphalt overlay shall not be applied over deteriorating pavement. Preparatory asphalt Work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. You shall remove distressed asphalt pavement either by saw cutting or milling to expose firm and unyielding pavement, prepare subgrade (as needed), and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat".
7. Following the asphalt placement, you shall roll the entire patch in both directions and shall cover the patch at least twice.
8. After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
9. Base repairs shall not exceed 15% RAP in content.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

SECTION 701 – WATER POLLUTION CONTROL

701-11 **POST-CONSTRUCTION REQUIREMENTS.** To the City Supplement, item 2, ADD the following:

Inlet Marker at existing inlet.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 **Environmental Document.** The City of San Diego Development Services Department has prepared a Notice of Exemption for Emergency Repair of road and median settlement on Mission Gorge Rd. between Greenbrier Ave. and Old Cliffs Rd., as referenced in the Contract Exhibit. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Exhibit L.

Compliance with the City's environmental document shall be included in the Contract Price, unless bid items has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

In accordance with the Contractors proposal, the specifications and requirements on file with the City Clerk and the Contract documents, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this 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.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature, with official title of officer authorized to sign for the corporation:

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of _____

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "GENERAL", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature _____ Title _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

EXHIBIT K

CONTRACTOR'S COMPENSATION RATE SCHEDULE

EXHIBIT K

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
Mission Gorge Rd – Grantville Trunk Sewer Repair**

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
Mission Gorge Rd – Grantville Trunk Sewer Repair**

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.

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

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

TEXOMA [TXMA]		
Model	Code	Rate
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]		
Model	Code	Rate
1000	6010	\$81.79
2000	6012	\$158.06
3000	6014	\$185.35

BITUMINOUS DISTRIBUTORS [BITDT]

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).			
OVER	TO	Code	Rate
0	1136 (300)	0-300	\$7.34

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

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.		
Model	Code	Rate
ALL	ALL	\$32.07

BROOMS - SELF PROPELLED [SFPR]		
Model	Code	Rate
ALL	ALL	\$46.35

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

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]			
OVER	TO	Code	Rate
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]

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]			
OVER	TO	Code	Rate
0	113 (250)	0-250	\$4.21
113 (250)	& Higher	250	\$9.86

CONCRETE MIXERS [CONMX]

DELAY FACTOR = 0.10 OVERTIME FACTOR = 0.91

STATIONARY OR PORTABLE [SORP]			
Rated by Mfr's capacity in cubic meters (sacks or cubic feet).			
OVER	TO	Code	Rate
0	0.10 (3.5)	0-3.5	\$2.33
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).			
OVER	TO	Code	Rate
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		
<u>Model</u>	<u>Code</u>	<u>Rate</u>
UB-5	0900	\$8.58
UB-8	0950	\$17.07

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

STANLEY		
<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		
<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		
<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		
<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		
<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		
<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		
<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		
<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

			JOHN DEERE	[DEER]	
			Model	Code	Rate
936E	2110	\$89.30			
936F	2120	\$92.78			
938F	2130	\$94.56			
938G	2130G	\$107.00	JD-210C	2485	\$34.50
950 90A serial	2228	\$70.52	JD-210C w/ backhoe	2490	\$34.36
950 31K & 81J serial	2270	\$83.54	JD-210LE	2495	\$45.13
950B	2272	\$102.47	JD-310A w/ backhoe	2504	\$36.05
950E	2300	\$108.69	JD-310B w/ backhoe	2506	\$36.73
950F	2301	\$114.56	JD-310C w/ backhoe	2507	\$40.53
950F Series II	2303	\$118.23	JD-310D w/ backhoe	2507D	\$45.44
950G	2310	\$126.87	JD-310E w/ backhoe	2507E	\$46.47
950H	2310H	\$146.42	JD-310SE w/ backhoe	2507F	\$52.07
962G	2320G	\$138.98	310G	2507G	\$47.70
966C	2340	\$120.88	JD-315SE w/ backhoe	2507H	\$52.70
966D	2350	\$134.23	JD-410 w/ backhoe	2508	\$39.32
966E	2360	\$147.91	JD-410B w/ backhoe	2508B	\$40.02
966F	2361	\$151.12	JD-410C w/ backhoe	2508C	\$47.12
966G	2362	\$169.01	JD-410D w/ backhoe	2508D	\$55.82
966H	2362H	\$196.05	JD-410E w/ backhoe	2508E	\$58.66
970F	2370	\$176.99	410G	2508G	\$59.95
972G	2372G	\$188.66	410J 4WD	2508J	\$68.40
980B	2376	\$156.42	410K	2508K	\$72.93
980C	2378	\$188.13	JD-444	2510	\$52.45
980F	2381	\$193.70	JD-444C	2515	\$54.43
980G	2382	\$213.33	JD-444D	2520	\$56.23
980H	2382H	\$232.36	JD-444E	2521	\$60.89
988 87A6868 serial	2398	\$191.69	JD-500C w/ backhoe	2592	\$51.02
988B 50W serial	2436	\$269.03	JD-510 w/ backhoe	2620	\$47.63
992B 25K serial	2460	\$339.89	JD-510B w/ backhoe	2625	\$45.49
992C	2470	\$512.31	JD-510C w/ backhoe	2630	\$53.79
IT 12	2472	\$43.93	JD-510D w/ backhoe	2630D	\$63.34
IT 12B	2472B	\$51.12	JD-544B	2660B	\$64.98
IT 14F	2473	\$59.13	JD-544C	2660C	\$66.59
IT 18	2474	\$56.23	JD-544D	2660D	\$65.50
IT 18B	2475	\$63.52	JD-544E	2660E	\$72.38
IT 28	2476	\$68.17	JD-544G	2660G	\$79.39
IT 28B	2477	\$73.73	544J	2660J	\$103.19
IT 28F	2477G	\$85.27	544K	2660K	\$115.03
IT 28G	2478	\$88.45	JD-610B w/ backhoe	2690	\$52.02
IT 38G	2480	\$101.94	JD-610C w/ backhoe	2691	\$59.51
IT 62G	2482	\$140.25	JD-624E	2700	\$86.51
			JD-624G	2700G	\$97.47
			JD-624H	2700H	\$106.80
CLARK	[CLRK]		JD-644B	2710	\$89.83
<u>Model</u>	<u>Code</u>	<u>Rate</u>	JD-644C	2715	\$92.73
35C	2484	\$54.00	JD-644D	2717	\$96.13
45C	2486	\$63.10	JD-644E	2719	\$103.51
55C	2488	\$76.29	JD-644G	2719B	\$116.94
75C	2491	\$99.37	JD-644H	2719H	\$125.17
125B	2492	\$128.66	644J	2719J	\$138.04
275B	2496	\$223.10	JD-710B w/ backhoe	2720	\$66.69
275C	2497	\$241.58			

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]			Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf)	0615	\$0.12
FALSEWORK			Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf)	0620	\$0.18
<u>Model</u>	<u>Code</u>	<u>Rate</u>	Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf)	0625	\$0.25
Metal form, 1.8 m x3.0 m, per 14.6 m (Metal form, 6x10 box culvert, per 48 lf)	0310	\$39.86	Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf)	0630	\$0.38
Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf)	0320	\$44.17	Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf)	0635	\$0.62
Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf)	0330	\$48.54	Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf)	0640	\$1.01
Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf)	0340	\$2.43	Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf)	0645	\$1.24
Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf)	0350	\$2.57	Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf)	0650	\$1.39
Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf)	0360	\$2.22	Wood, 305 mm x305 mm, per 30.5 m (Wood, 12"x12", per 100 lf)	0655	\$1.20
Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf)	0370	\$2.40	Wood form, type 27 barrier, per 2.4 m (Wood form, type 27 barrier, per 8 lf)	0660	\$0.26
Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm (6x12 girder panel, per sf)	0380	\$0.17	Wide flange beam, all depths, per 45 kg (Wide flange beam, all depths, per hundred wt.)	0670	\$0.03
Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf)	0390	\$0.04	TANK [TANK]		
Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section)	0410	\$0.50	<u>Model</u>	<u>Code</u>	<u>Rate</u>
Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section)	0420	\$1.12	Tank, metal, 0-2270 liters (0-600 gallons)	0710	\$0.68
Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section)	0430	\$1.47	Tank, metal, 2270-4540 liters (600-1200 gal)	0720	\$0.93
Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section)	0440	\$0.69	Tank, metal, 4540-9840 liters (1200-2600 gal)	0730	\$2.30
Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling)	0450	\$1.05	Tank, metal, 22 710 liters (6000 gallons)	0740	\$4.62
Scaffolding, spider staging, plus air compressor	0460	\$22.14	Tank, metal, 28 390 liters (7500 gallons)	0750	\$5.79
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, 30 280 liters (8000 gallons)	0760	\$6.13
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, 37 850 liters (10000 gallons)	0770	\$6.80
Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section)	0520	\$1.20			
Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section)	0530	\$1.06			

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 ft)	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).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.07
60 (2.5)	80 (3)	2.5-3.5	\$0.11
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).

<u>OVER</u>	<u>TO</u>	<u>Code</u>	<u>Rate</u>
0	60 (2.5)	0-2.5	\$0.05
60 (2.5)	90 (3.5)	2.5-3.5	\$0.09
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]

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

DRESSER [DRES]

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

FERGUSON [FERG]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
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]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
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]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
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]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
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]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
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
RAMPAK 45	6505	\$136.84

REXNORD [RXND]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
3-30	7120	\$101.81
3-35 FACTOR	7127	\$123.14
3-45 FACTOR	7130	\$157.59
3-50, 3-50A FACTOR	7140	\$176.73
3-55, 3-55B FACTOR	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 [P&H]			
Model	Code	Rate	
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).

AMERICAN HOIST & DERRICK [AMHD]

Model	Code	Rate	
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	

LINK-BELT [L-B]

Model	Code	Rate	
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 [P&H]

Model	Code	Rate	
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.

REMOTE CONTROL ONLY [REMC]

OVER	TO	Code	Rate
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).

SAWS [SAW]

Model	Code	Rate	
>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.

SINGLE & MULTI-BLADE [ABOP]

OPERATION

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

OVER	TO	Code	Rate
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

BLADE SAWKERF [ABSK]

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

UNITS	Code	Rate
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

FIAT-ALLIS

[F-A]

<u>Model</u>	<u>Code</u>	<u>Rate</u>
10C	6043	\$73.02
10CLGP	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

[KOMA]

<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

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].

(1) BARRICADES [1BAR]

(A) 750 mm to 900 mm high & 600 mm to 900 mm wide (30 to 36 inches high & 24 to 36 inches wide)

(B) 1500 mm high by 1200 mm wide min. (60" high by 48" wide min.)

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) pickups	5443 (12000) No small	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 L

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X 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
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

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

Project No.: WBS # TBD Project Title: Emergency Repair of road and median settlement on Mission Gorge Rd. between Greenbrier Ave and Old Cliffs Rd.

Project Location-Specific: Mission Gorge Rd. between Greenbrier Ave and Old Cliffs Rd.; Navajo Community Planning Area, CD 7

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

Description of nature and purpose of the Project: Ground settlement has caused road and median subsidence, requiring closure of the number one lanes in both directions. Unless immediately addressed, the continued subsidence may impact the structural integrity of the road and further threaten life and property. In order to investigate the source of the problem the contractor will pot-hole at least five different locations. The repair will consist of, but is not limited to, replacement of damaged utilities within the existing trench and repair of the road. All staging activities would occur within the developed public right-of-way. Only ornamental vegetation would be impacted, it is not in or adjacent to the MHPA. No biological or historical impacts are anticipated. Any bare soils or temporary removal of vegetation would be revegetated using the latest City Landscape Standards. A Migratory Bird Treaty Act pre-construction survey will be performed at most ten days before ground/vegetation disturbance.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Dept/Kris Shackelford
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
619-533-4121

Exempt Status: (CHECK ONE)

(x) Statutory Exemptions: EMERGENCY PROJECT - SEC. 21080(b)(4); 15269 (b)(c)

Reasons why project is exempt: The emergency investigation is 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)).

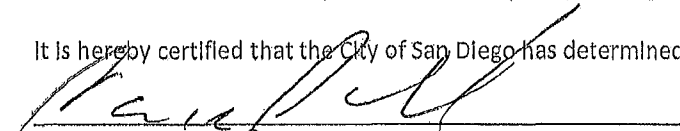
LEAD AGENCY CONTACT PERSON: CARRIE PURCELL

TELEPHONE: 619-533-5124

If filed by applicant:

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

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



Signature/Title Principal Planner

6/19/14

Date

Check One:

- (X) Signed By Lead Agency
- () Signed by Applicant

Date Received for Filing with County Clerk or OPR:

Revised 010410mjh

EXHIBIT M

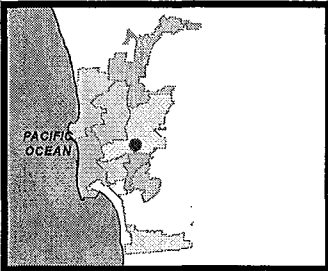
LOCATION MAP

Mission Gorge Road Settlement Emergency Repair

SENIOR ENGINEER
 Kris Shackelford
 (619) 533-4121

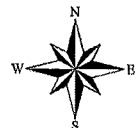
PROJECT MANAGER
 Manuel Gonzalez
 (619) 533-3471

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



Legend

— Mission Gorge Settlement Limits of Work



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EXHIBIT N

SCOPE OF WORK

Exhibit N – Scope of Work, Mission Gorge Road Emergency Settlement

- Provide traffic control Services
 - Traffic Control Plan Development and Engineering
 - Provide traffic control labor
 - Provide traffic control equipment and devices (signs, cones, arrow boards, message boards, etc.)
- Existing Utility Locating
- Storm Water Pollution Prevention
 - Development of Water Pollution Control Plan
 - Implementation of all appropriate BMP devices
 - Inspection and Supervision of Construction activities by QSD/QSP
- CCTV inspection and documentation of existing sewer line
- Provide Public Liaison Services
 - Update to City website
 - Management of response to public inquiries, log to City system, Development of Responses to public inquiries
 - Media response and management, as required
- Design Consultation Services (excluding DOR responsibilities)
- Forensic investigation of current conditions/Excavation of Test Pits – Street settlement, median settlement, wet or damp soil
 - Hire Geotechnical Engineer Firm for Surveillance, Design Recommendations, Testing Services, Etc.
 - Demolition of affected improvements - road surface, median, curb and gutter, landscaping, irrigation, etc.
 - Labor and Equipment to Excavate (5) test pits down to existing Sewer Main(s)
 - All Shoring Required
 - Observe removal of existing Grantville Trunk Sewer backfill along with portions of the backfill that was placed during construction of the now-abandoned sewer line.
 - Document the lateral and vertical extent of the removals.
 - Observe/photo-document oversize/deleterious materials that are encountered within the backfill.
 - Visually evaluate materials exposed along the sides and bottom of the excavation.
- Demolition and disposal of affected asphalt street areas
- Demolition and disposal of Median Improvements
 - Curb and Gutter
 - Landscaping
 - Irrigation
 - Drain System
- Excavation of Unsuitable Soils
 - Labor
 - Equipment

- Trucking
- Dump Fees
- Import of New Suitable Backfill Material
 - Trucking
 - Placement and Compaction to 90%
- Remove and Replace 600' Section of Affected Sewer Line
 - Labor
 - Equipment
 - Trucking
 - Dump Fees
 - Shoring
 - New Sewer Pipe from App Station 76+00 to App Station 82+00
 - New manhole(s) (as directed)
 - Dewatering Permit, Treatment, Metering, testing, and all associated pumps and piping
 - Sewer Bypass Equipment
 - Confined Space Entry Equipment
 - Fall Protection Equipment
- Restoration
 - New Asphalt Street
 - To be designed and submitted to the City for DOR approval
 - New sub base, asphalt, curb and gutter, striping, traffic loop replacement, and any other affected hardscape or landscape (as required)
 - Removal of all temporary traffic control
 - Demobilization of all equipment and materials
- **Specific Geotechnical Scope of Work Items**
 - Evaluate materials that are proposed as import – laboratory testing and visual evaluation.
 - Observe placement of bedding/pipe/shading in areas where the pipeline is to be replaced.
 - Observe placement and compaction of backfill in excavated areas.
 - Conduct field density testing during placement and compaction of backfill.
 - Perform laboratory testing to support field density testing (Modified Proctor Densities).
 - Provide geotechnical engineering support during removals of previously-placed backfill and during the placement and compaction of new backfill.
 - Perform laboratory R-value testing of subgrade materials to help evaluate appropriate pavement structural sections.
 - Perform observation and testing during preparation of pavement subgrade.
 - Observe placement of geosynthetic reinforcement on pavement subgrade.
 - Perform laboratory testing of asphalt concrete to evaluate its Hveem Density.
 - Perform geotechnical observation and field density testing during placement/compaction of aggregate base and asphalt concrete for the pavement structural section.

- Preparation of daily field memoranda and daily field reports that summarize our geotechnical observations.
- Preparation of a geotechnical report that summarizes our observation and testing performed during the earthwork.
- Attendance at weekly progress meetings with the City of San Diego, Orion Construction Corporation and Carollo Engineers.
- **Specific Civil Engineering Scope Items**
 - Meetings - Carollo will attend all meetings required to provide the services required or necessary based on City or Orion request
 - CCTV Inspection Review - Carollo will review the CCTV inspection video after the sewer main has been cleaned. To confirm the existing condition of the sewer, the findings from the survey will be verified, summarized, and documented.
 - Topo Survey and Utility Base Map - Carollo will collect the data files taken from Orion's initial/subsequent survey crews to develop a utility base map for the project. Relevant surface features and utilities from the original CAD basefiles for the Grantville Trunk Sewer project will be provided. Surface features in the roadway will be illustrated horizontally and vertically in the plan and profile drawings.
 - Development of Plans and Specifications as required to guide field construction or to document as built conditions once construction is complete. Specifications can be developed or reviewed as required or requested.
- **Construction Support Services**
 - Meetings - Carollo will attend all meetings necessary to be responsive to the project needs.
 - Construction Observation & Oversight - Carollo will be onsite As-Needed throughout the progression of the work to provide third party observation and oversight.
 - RFI Responses - Carollo will respond to RFIs during construction at the request of the City or Orion.
 - As-Built Submittal - Upon substantial completion of the project, Orion will provide Carollo with an official As-Built set of drawings with redline markups illustrating field changes and modifications. Carollo will incorporate the construction redlines and produce a final As-Built set of drawings.