

CONTRACT

Construction and Repair Projects

The COUNTY OF SAN BENITO ("COUNTY") and Don Chapin Company ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on July 31, 2018, and end on December 31, 2018, unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on **Attachment A** to this contract. **Attachment A** is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in **Attachment B (Payment Schedule)** and **B-1 (Labor and Equipment Rates)**. **Attachments B and B-1** is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in **Attachment C**. **Attachment C** is made a part of this contract.

5. **Specific Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the specific terms and conditions mutually agreed to and listed in **Attachment D**. **Attachment D** is made a part of this contract.

6. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in **Attachment D**.

- | | |
|--|-----------------------|
| (a) comprehensive general and excess public liability and property damage insurance, including vehicle coverage: | <u>\$1,000,000.00</u> |
| (b) professional liability insurance: | <u>\$ N/A</u> |
| (c) fire and extended coverage insurance: | <u>\$ N/A</u> |
| (d) "all risk" builder's risk insurance: | <u>\$ N/A</u> |
| (e) environmental impairment pollution liability insurance: | <u>\$ N/A</u> |

7. **Termination.**

The number of days of advance written notice required for termination of this contract is one (1).

8. Additional Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the additional specific terms and conditions mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

9. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Gregory I. Bucknell, PE
 Title: Contract Civil Engineer
 Address: Public Works Division
2301 Technology Parkway
Hollister, California 95023
 Telephone No.: (909) 838-8315
 Email: gbucknell@cosb.us

Contract Administrator for CONTRACTOR:

Name: Rick Nickel
 Title: Director of Construction Operations
 Address: 560 Crazy Horse Canyon Road
Salinas, CA 93907-8434
 Telephone No.: (831) 296-9695
 Email: rnickel@donchapin.com

SIGNATURES


APPROVED BY COUNTY:

 Name: Anthony Botelho
 Title: Board Chair
 Date: _____

APPROVED BY CONTRACTOR:

R. Nickel - Rick Nickel for
 Name: Donald Chapin Jr.
 Title: President
 Date: 8-16-18

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

 By: G. Michael Ziman, Deputy County Counsel
 Date: August 16, 2018

ATTACHMENT A
Scope of Services

- A. CONTRACTOR, for COUNTY'S benefit, will perform Temporary Emergency Slide Out Response for Parcel (APN: 0203200220) on Southside Road at Blossom Lane in the County of San Benito, for purposes of slope stability.
- B. The work, in general, consists of supplying all tools, equipment, and labor to perform the work on a Time and Material basis, as directed by the County's Engineer, Cal Trans Force Account per Sections 9-1.03 thru 9-1.05, is based on CONTRACTOR'S complete access to Southside Road from both north and south sides of site.
- C. Specifically, CONTRACTOR shall perform the following scope of work:

MOBILIZATION

- Furnish adequate Labor, Material & Equipment needed to complete all work as shown in the proposal below.

STRAW WADDLES

- Furnish and install Straw Waddles as required by Best Management Practices. Straw waddles will not be installed on finished slopes and/or as part of the finished design. Such additional installations will require an amendment to this contract.

SILT FENCE

- Furnish and install Silt Fence as required by Best Management Practices. Silt fences will not be installed on finished slopes and/or as part of the finished design. Such additional installations will require an amendment to this contract.

CUT TO EXPORT

- This item includes the load out, off haul and dispose of the excess material at a permitted legal site, based on approximately 10,000 cubic yards (quantity is assumed based on our onsite visit and discussion) and includes the following crew for 7 each 8 hour days and includes:
 - Foreman -1 ea.
 - Gradesetter -1 ea.
 - Operator (Exc.) -1 ea.
 - Operator (General) -1.5 ea.
 - Teamster -.5 ea.
 - Cat 336 Excavator -1 ea.
 - Cat D-6 Dozer -1ea.
 - Case 570 Skip Loader -.25 ea.
 - Towable Broom -.25 ea.
 - Water Truck -.5 ea.
 - Pickup Truck -2 ea.
- This item includes disposing of material at COUNTY's "pit".
- This item includes cut-fill and/or engineered fill and may also include handling or processing of wet and/or unsuitable material.

FINISH GRADE SLOPES

- This item includes fine grading and cleanup the proposed finished slopes, including the following crew for 5 each 8 hour days and includes:
 - Foreman -1 ea.
 - Gradesetter -1 ea.
 - Operator (Exc.) -1 ea.
 - Operator (General) -1.5 ea.
 - Teamster -.5 ea.
 - Cat 336 Excavator -1 ea.
 - Cat D-6 Dozer -1ea.
 - Case 570 Skip Loader -.25 ea.
 - Towable Broom -.25 ea.
 - Water Truck -.5 ea.
 - Pickup Truck -2 ea.

HYDROSEED SLOPES

- Furnish and install hydro seeding the proposed finished slopes, to be accessed from the top of the slope.

TRAFFIC CONTROL

- This item includes the following crew to watch and stop any and all traffic from trying to enter the site, including allowing the necessary trucks to enter and exit the site, during the performance of CONTRACTOR'S work only:
 - Laborer -2 ea.
 - Traffic Truck -1 ea.

ROAD REPAIR

- This item includes paving and striping Southside Rd., and excavating and paving Blossom Ln.

D. The following items are excluded from this scope of work:

- Permits, fees and or bonds;
- Testing, Staking, Layout, Design and or engineering;
- Shoring and or Protection of Existing Electrical Poles, Over Head Electric and or Guy Wires;
- Street Sweeping is included for DCCI work only;
- Traffic control plan;
- Furnish of Traffic Control Plan is excluded.
- Overtime;
- Demolition, removal, furnish and or installation of Temporary / Permanent Fence;
- Dewatering; and
- Any items not specifically shown as included.

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

Construction and Repair Projects

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: Upon the complete performance of the services specified in Attachment A and on the basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 397,458.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: There are no additional terms of compensation.

CONTRACTOR shall invoice COUNTY for services, on a time and materials basis, according to the rate schedule attached hereto and incorporated herein by reference as Attachment B-1.

END OF ATTACHMENT B

Attachment B-1

Attachments

LABOR RATE SPREADSHEET FOR PREVAILING WAGE PROJECTS - ONE SHEET

EQUIPMENT RATE SPREADSHEETS - TEN SHEETS

UPDATED 6-25-2017
DCCL JOB NUMBER:

LABOR RATE SHEET FOR PREVAILING WAGE PROJECTS
FOR 2017-2018

MONTREY, SANTA CRUZ, SAN BENITO

revised

LABORERS' UNION OFFICERS 628-17

LABORERS' UNION OFFICERS 628-17

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LABORERS' UNION OFFICERS 628-17

DESCRIPTION	OT			OT			OT			OT			OT			OT
	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	LAR	
29.84	43.26	71.64	42.90	57.98	44.24	29.49	44.24	29.49	44.24	29.49	44.24	29.49	44.24	29.49	44.24	
8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	
12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	
2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	2.63	
0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	
23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	23.30	
52.14	62.56	51.84	68.28	61.84	62.56	62.56	62.56	62.56	62.56	62.56	62.56	62.56	62.56	62.56	62.56	
2.43	3.64	2.43	3.64	2.43	3.64	2.43	3.64	2.43	3.64	2.43	3.64	2.43	3.64	2.43	3.64	
3.34	5.07	3.34	5.07	3.34	5.07	3.34	5.07	3.34	5.07	3.34	5.07	3.34	5.07	3.34	5.07	
57.85	75.27	57.71	74.91	57.59	74.73	59.85	77.27	64.80	84.48	62.91	83.45	102.09	85.80	64.52	85.87	
3.16	4.74	3.14	4.71	3.13	4.69	3.23	4.85	3.32	4.74	3.37	5.05	3.40	5.10	3.47	5.21	
61.11	68.81	60.85	79.82	60.72	79.42	61.06	81.29	67.62	87.82	67.96	89.22	108.99	86.81	69.43	81.28	
0.81	0.80	0.81	0.80	0.81	0.79	0.80	0.81	0.80	0.80	0.80	0.80	1.09	0.89	0.80	0.80	
61.73	68.81	61.46	80.42	61.32	80.23	62.11	82.33	63.84	84.50	63.84	84.50	109.87	63.30	78.12	82.28	
OT OPE2	OT OPE2	OT OPE2	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	OT OPE3	
43.14	64.73	60.28	80.28	61.50	81.50	60.42	80.56	59.01	78.07	58.52	76.07	54.83	72.07	49.80	66.42	
13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	13.78	
10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	10.78	
4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	4.56	
1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	1.86	
30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	30.78	
73.82	65.49	117.06	73.44	81.37	72.83	63.89	81.20	111.24	69.78	68.50	68.47	87.32	63.16	83.88	80.58	
2.63	5.45	7.27	2.61	5.28	2.54	5.31	3.35	5.09	6.78	4.93	6.57	3.17	2.88	4.47	4.19	
5.08	7.38	10.11	4.88	7.22	4.89	7.29	4.72	7.08	9.44	4.57	6.86	3.14	4.15	2.23	3.69	
42.81	106.52	134.44	60.33	105.86	81.20	108.58	78.17	103.27	127.57	77.85	101.00	134.51	78.00	88.70	80.83	
4.75	7.09	9.46	4.57	6.85	4.81	6.91	4.41	6.82	8.93	4.28	6.41	8.95	4.13	6.20	6.01	
67.34	115.83	143.69	85.40	112.71	85.91	113.47	83.59	109.96	138.40	81.82	107.49	131.07	80.16	104.90	78.70	
0.87	1.16	1.44	0.85	1.13	0.86	1.13	0.84	1.10	1.38	0.82	1.07	1.33	0.80	1.05	0.78	
64.31	116.77	146.33	84.53	113.92	85.77	114.61	84.42	111.09	137.76	82.74	108.67	134.40	80.58	106.58	79.44	
64.31	116.77	146.33	84.53	113.92	85.77	114.61	84.42	111.09	137.76	82.74	108.67	134.40	80.58	106.58	79.44	
64.31	116.77	146.33	84.53	113.92	85.77	114.61	84.42	111.09	137.76	82.74	108.67	134.40	80.58	106.58	79.44	
64.31	116.77	146.33	84.53	113.92	85.77	114.61	84.42	111.09	137.76	82.74	108.67	134.40	80.58	106.58	79.44	
64.31	116.77	146.33	84.53	113.92	85.77	114.61	84.42	111.09	137.76	82.74	108.67	134.40	80.58	106.58	79.44	

RECEIVED
OCT 20 2017

ID	Equip. #	Description	Manufacturer	CLASS	MAKE	CODE	REG Rate	OT Rate	DES	AMT	FACT	PRIVATE (RG)	PRIVATE (OT)
1		Plant 25 Stationary Equipment											
2	185	1988 Ford F-250 Pick-up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	188	1988 Ford F-250 Pick-up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	243	1991 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	251	1991 Ford F250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	254	1992 Ford F350 Flatbed	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	255	1992 F250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	281	1993 Ford F250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	284	1993 Ford F350 Pick Up Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	285	1993 Ford F250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	303	1994 Ford F250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	345	1996 Ford F-250 Pick-Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	347	1998 Ford F-150 Pick Up	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	353	1986 Ford F-350 Welding Flatbed	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	357	1986 Ford Ranger	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	360	1986 Ford F-350 Flatbed Truck	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	363	1988 Ford Ranger	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	373	1988 Ford F-250 Pick-Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	381	1997 Ford F-250	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	393	1997 Ford F-150 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	398	1997 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	399	1988 Ford F350 Traffic/Flatbed	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	425	1999 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	435	1999 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	436	1988 Ford F-350 Flatbed	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	442	1988 Lexus LX470 SUV	Lexus	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	452	1998 Ford F-350 Flatbed	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	477	1999 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	483	1988 Ford 1 Ton Flatbed Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	485	2000 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	486	2000 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	487	2000 Ford F-350 Pick Up	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	502	2000 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	508	2000 Ford Explorer	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	509	2000 Ford F-150 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	513	2001 Dodge Ram 3500 Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	514	2000 Ford F-250 Pick Up	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	515	2000 Ford Explorer	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	516	2000 Ford Explorer	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	518	2001 Dodge 1-Ton 3500 Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	526	2001 Dodge Ram 2500	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	527	2001 Dodge Ram 2500	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	528	2001 Dodge 1-Ton Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	533	2001 Dodge 1-Ton Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	546	2001 Dodge Ram 2500	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	553	2002 Dodge 3500 Pick Up	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	565	2002 Dodge 2500 Pick-up	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	566	2002 Dodge 3500 1-Ton Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	574	2002 Ford Super Duty F-250	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	576	2002 Dodge 1-Ton 3500 Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	597	2003 Ford Explorer (Greg)	Ford	TRUCK	T&T	00-06	\$ 22.02	\$ 19.16			\$ 0.87	\$ 29.00	\$ 29.00
2	601	2004 Dodge Ram 1-Ton 3500 Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	610	2004 Dodge 3500 1-Ton Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26			\$ 0.87	\$ 39.00	\$ 39.00
2	611	2004 Dodge Ram 2500 3/4-Ton Pick-up	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	612	2004 Dodge Ram 2500 3/4-Ton Pick-up	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	615	2004 Dodge Ram 2500 4WD 3/4-Ton	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00
2	617	2004 Dodge 3500 1-Ton Flatbed	Dodge	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73			\$ 0.87	\$ 33.00	\$ 33.00

2	618	1997 Ford F150 Pick-up	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	621	2005 Dodge Ram 3500 1-Ton Flatbed	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	627	2005 Ford E150 Van - Safety	Ford						\$ 0.87		
2	646	Ford F-250 Truck (Recalide)	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	652	2006 Ford Escape	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	679	2006 Ford F-150 Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	682	2006 Escape Truck	Ford	TRUCK	TRUN	2 AXL	\$ 45.02	\$ 36.47	\$ 0.81	\$ 68.00	\$ 68.00
2	695	2007 2-Axle Dump Truck	Peterbilt	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	699	2006 Dodge Ram 2500	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	700	2006 Dodge Ram 3500	Dodge	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	703	2008 Dodge Ram 2500	Dodge	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	704	2007 Dodge Ram 3500	Dodge	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	737	2007 Ford F150 4X4 Pickup	Ford	TRUCK	T&T	08-12	\$ 45.02	\$ 36.47	\$ 0.81	\$ 68.00	\$ 68.00
2	744	2003 Peterbilt 2-Axle Flatbed Truck	Peterbilt	TRUCK	TRUN	2AXL	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	752	2007 Dodge 2500 Ram	Dodge	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	753	2007 Dodge 2500 Ram	Dodge	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	812	Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 22.02	\$ 18.16	\$ 0.87	\$ 29.00	\$ 29.00
2	827	2010 Ford Ranger Pick-up	Ford	TRUCK	T&T	06-08	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	848	2013 Ford F-250 Super Duty	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	875	2013 Ford F-250 Super Duty	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	876	2013 Ford F-250 Super Duty	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	888	2013 Ford F-350 Flatbed Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	890	2013 Ford F-350 Flatbed Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	892	2014 Ford Escape SUV	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	893	2014 Ford Escape SUV	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	899	2013 Ford F-350 Flatbed Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	916	2015 Ford Escape SUV	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	920	2015 Ford F350 Flatbed Truck	Ford	TRUCK	T&T	12-20	\$ 32.48	\$ 28.26	\$ 0.87	\$ 39.00	\$ 39.00
2	924	2016 Ford F-150 Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	935	2016 Ford F-350 Flatbed Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	939	2016 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	940	2016 Ford F-150 Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	960	2017 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	977	2017 F-450 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	978	2017 F-250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	979	2017 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1003	2017 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1008	2014 Ford F-450 Utility Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1010	2018 Ford F-150 Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1013	2017 Ford F-250 Pick Up Truck	Ford	TRUCK	T&T	06-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1026	2018 Ford F150 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
2	1027	2018 Ford F150 Pick Up Truck	Ford	TRUCK	T&T	08-12	\$ 24.98	\$ 21.73	\$ 0.87	\$ 33.00	\$ 33.00
3	22	1978 Miller Eq. Trailer	Miller	TRAIL	LB-A	200	\$ 18.93	\$ 11.93	\$ 0.63	\$ 22.00	\$ 22.00
3	36	1978 Miller Eq. Trailer	Miller	TRAIL	LB-A	200	\$ 18.93	\$ 11.93	\$ 0.63	\$ 22.00	\$ 22.00
3	107	1983 Chapin Pipe Trailer	Chapin	TRAIL	TB-1	02-04	\$ 0.86	\$ 0.54	\$ 0.63	\$ 16.50	\$ 16.50
3	194	1989 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	282	1992 Zieman Tilt Trailer	Zieman	TRAIL	TB-1	02-04	\$ 0.86	\$ 0.54	\$ 0.63	\$ 16.50	\$ 16.50
3	299	1993 Shopmade Carrier Trailer	Shopmade	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	313	1984 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	322	1984 Clippier Utility Trailer	Clippier	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	352	1986 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	379	1996 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	384	1997 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	400	1997 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	427	1978 Miller Trailer	Miller	TRAIL	TB-2	10-12	\$ 5.07	\$ 3.19	\$ 0.63	\$ 22.00	\$ 22.00
3	438	1998 Wells Cargo Trailer	Wells	TRAIL	TB-1	02-04	\$ 0.86	\$ 0.54	\$ 0.63	\$ 16.50	\$ 16.50
3	460	1981 U-Card Conc. Dump Trailer	U-Card	TRAIL	LB-A	100	\$ 15.01	\$ 9.46	\$ 0.63	\$ 22.00	\$ 22.00
3	508	1999 Jacobsen Ramp Trailer	Jacobsen	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50
3	559	2001 Zieman Tilt Trailer	Zieman	TRAIL	TB-2	08-10	\$ 4.40	\$ 2.77	\$ 0.63	\$ 16.50	\$ 16.50

3	563	2002 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	593	2003 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	594	2003 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	635	2005 Cozad Transport Trailer	Cozad	TRAIL	LB-A	200	\$	18.93	\$	11.93	\$	0.63	\$	16.50	\$	16.50	
3	674	2006 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	701	2007 Utility Trailer	Waltton	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	732	1971 Reliance Eq. Trailer	Reliance	TRAIL	WB-A	200	\$	18.83	\$	11.93	\$	0.80	\$	21.00	\$	21.00	
3	746	2008 500 Ga. Water Buffalo Trailer	Wylie	TRAW	WATR	550	\$	2.45	\$	1.98	\$	0.63	\$	16.50	\$	16.50	
3	758	2007 Utility Trailer	Explorer	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	814	1999 Dump Trailer	Carson	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	856	2012 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	857	2012 Ziemann Tilt Trailer	Ziemann	TRAIT	TB-2	08-10	\$	4.40	\$	2.77	\$	0.63	\$	16.50	\$	16.50	
3	919	2015 Diamond C 17' MEQ 12' Trailer	Diamond C	TRAIL	LB-A	100	\$	15.01	\$	9.46	\$	0.63	\$	22.00	\$	22.00	
4	231	1981 F-600 Dump Truck	Ford	TRUON	TRUN	2AXL	\$	45.02	\$	38.47	\$	0.81	\$	68.00	\$	68.00	
4	234	1980 International L Bobtail Truck	International	TRUON	TRUN	2AXL	\$	45.02	\$	36.47	\$	0.81	\$	68.00	\$	68.00	
4	351	1974 Peterbilt Water Truck	Peterbilt	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	5.97	\$	61.00	\$	61.00
4	358	1995 Infil 5 Yd. Bobtail	International	TRUCK	T&T	12-20	\$	32.48	\$	26.28	TP	\$	5.97	\$	68.00	\$	68.00
4	404	1988 Ford W T - 3600 Ga.	Ford	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	5.97	\$	75.00	\$	75.00
4	430	1987 Peterbilt Water Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	5.97	\$	75.00	\$	75.00
4	431	Evergreen Water Tower	Evergreen	TRUON	TRUN	2AXL	\$	45.02	\$	38.47		\$	0.81	\$	68.00	\$	68.00
4	433	1999 International Service Truck	Navistar	TRUON	TRUN	20-28	\$	34.48	\$	30.01		\$	0.87	\$	44.00	\$	44.00
4	450	1999 Peterbilt Flatbed Truck	Peterbilt	TRUCK	T&T	20-28	\$	34.48	\$	30.01		\$	0.87	\$	44.00	\$	44.00
4	480	2000 International Flatrack Truck	International	TRUCK	T&T	20-28	\$	60.45	\$	48.96		\$	0.81	\$	83.00	\$	83.00
4	498	1984 Kenworth T800 10 Yd. Truck	Kenworth	TRUON	TRUN	3AXL	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	504	1991 Peterbilt Water Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	510	2000 Traffic Truck	International	TRUCK	T&T	20-28	\$	34.48	\$	30.01		\$	0.87	\$	53.00	\$	53.00
4	521	1980 White 3-Axle W.T. - 3600 Ga.	Votvo	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	525	1995 Infil Water Truck 2500 Ga.	International	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	0.87	\$	61.00	\$	61.00
4	540	2000 Votvo Articulated Hauler	Votvo	TRUOF	TRU	18-22	\$	75.57	\$	58.19		\$	0.77	\$	115.00	\$	115.00
4	554	2002 Peterbilt Oil Spreader	Peterbilt	TRUON	TRUN	3AXL	\$	60.45	\$	48.96		\$	0.81	\$	130.00	\$	130.00
4	557	2001 Finn T120 Hydro Seeder	Finn	TRUON	TRUN	3AXL	\$	60.45	\$	48.96		\$	0.81	\$	130.00	\$	130.00
4	573	2004 Infil Saw Truck/Flatbed	International	TRUCK	T&T	08-12	\$	24.98	\$	21.73	TG	\$	0.87	\$	54.00	\$	54.00
4	599	1986 Peterbilt Water Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	619	2005 Peterbilt 5 Yard Dump Truck	Peterbilt	TRUON	TRUN	2AXL	\$	45.02	\$	36.47		\$	0.81	\$	68.00	\$	68.00
4	634	2008 Peterbilt 3-Axle Low bed Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	657	1988 Infil 2-Axle/2K W.T.	International	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	0.87	\$	61.00	\$	61.00
4	676	2008 Peterbilt Mechanic/Welding Truck	Peterbilt	TRUON	TRUN	2AXL	\$	45.02	\$	38.47		\$	0.81	\$	68.00	\$	68.00
4	751	2004 378 Peterbilt Crane Truck	Peterbilt	HCETD	HCETD	671C	\$	44.58	\$	33.44		\$	0.75	\$	140.00	\$	140.00
4	828	2007 4000 Ga. 3-Axle Water Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	833	2008 Infil 2-Axle Water Truck	International	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	0.87	\$	61.00	\$	61.00
4	846	2013 Peterbilt 5 Yd Dump Truck	Peterbilt	TRUON	TRUN	2AXL	\$	45.02	\$	36.47		\$	0.81	\$	68.00	\$	68.00
4	850	2013 Peterbilt Fuel Lube Truck	Peterbilt	TRUON	TRUN	3AXL	\$	60.45	\$	48.96		\$	0.81	\$	84.00	\$	84.00
4	872	2004 GMC C4500 Truck	GMC	TRUCK	T&T	3AXL	\$	60.45	\$	48.96		\$	0.81	\$	53.00	\$	53.00
4	877	3 Axle W.T. - 3600 Ga.	International	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	0.87	\$	61.00	\$	61.00
4	895	2012 Ford F550 Mechanics Truck	Ford	TRUON	TRUN	2AXL	\$	45.02	\$	38.47		\$	0.81	\$	68.00	\$	68.00
4	915	2013 Infil 3-Axle W.T. - 3600 Ga.	International	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	0.87	\$	75.00	\$	75.00
4	918	2015 FX30 500 GA Vacuum Trailer	Dutch-Walch	VACD8	D-W	FX30-5	\$	30.50	\$	23.48		\$	0.77	\$	45.00	\$	45.00
4	922	2016 Peterbilt Roll-back Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TG	\$	0.87	\$	75.00	\$	75.00
4	927	2015 Kenworth T800 Crane Truck	Kenworth	HCETD	HCETD	Kenworth	\$	44.59	\$	33.44		\$	0.75	\$	140.00	\$	140.00
4	934	2012 Infil 2K Water Truck	International	TRUCK	T&T	36-48	\$	53.72	\$	46.74	TP	\$	0.87	\$	61.00	\$	61.00
4	944	2003 Peterbilt 10 Yd Dump Truck	Peterbilt	TRUON	TRUN	3AXL	\$	60.45	\$	48.96		\$	0.81	\$	83.00	\$	83.00
4	945	2003 Peterbilt Transfer Truck	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20		\$	0.87	\$	75.00	\$	75.00
4	946	2013 International Flatbed	International	TRUCK	T&T	12-20	\$	32.48	\$	26.28		\$	0.87	\$	44.00	\$	44.00
4	945A	1980 Reliance Transfer Trailer	Reliance	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	5.97	\$	75.00	\$	75.00
4	971	2017 Peterbilt Water Truck-3,600 Ga.	Peterbilt	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	5.97	\$	75.00	\$	75.00
4	974	2017 Ford F350 Mechanics Truck	Ford	TRUON	TRUN	2AXL	\$	45.02	\$	36.47		\$	0.81	\$	68.00	\$	68.00
4	1005	2015 Infil 7600 W.T. - 3600 Ga.	International	TRUCK	T&T	48-60	\$	58.85	\$	51.20	TP	\$	5.97	\$	61.00	\$	61.00
4	1006	2018 Peterbilt Mechanics Truck	Peterbilt	TRUON	TRUN	2AXL	\$	45.02	\$	36.47		\$	0.81	\$	68.00	\$	68.00
4	1014	2016 Cal 745C Articulated Dump Truck	Cal	TRUOF	TRU	40-55	\$	213.61	\$	184.48		\$	0.77	\$	235.00	\$	235.00

8	233	1989 Cat 950E Loader	Cal	LDRRT	CAT	2300			\$	83.82	\$	72.92	\$	0.87	\$	130.00	\$	130.00	\$	130.00	
8	259	1992 Cat 950F Loader	Cal	LDRRT	CAT	2301			\$	88.12	\$	76.66	\$	0.87	\$	135.00	\$	135.00	\$	135.00	
8	321	1994 753 Bobcat	Bobcat	TRACS	<50	B			\$	22.17	\$	19.29	\$	0.87	\$	60.50	\$	60.50	\$	60.50	
8	358	950F Cat Wheel Loader	Caterpillar	LDRRT	CAT	2301			\$	86.12	\$	76.66	\$	0.87	\$	135.00	\$	135.00	\$	135.00	
8	372	1986 950E Rubber Tire Loader	Cal	LDRRT	CAT	2300			\$	83.82	\$	72.92	\$	0.87	\$	130.00	\$	130.00	\$	130.00	
8	376	1986 Cat 950F Loader	Cal	LDRRT	CAT	2301			\$	88.12	\$	76.66	\$	0.87	\$	135.00	\$	135.00	\$	135.00	
8	384	1997 Cat 416C Backhoe	Case	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	7.43	\$	65.00	\$	65.00	\$	65.00
8	410	1987 Case 570 LXT Loader	Volvo	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	7.43	\$	60.50	\$	60.50	\$	60.50
8	422	1998 Cat 416C Backhoe	Cal	LDRRT	VME	9595			\$	97.28	\$	84.63		\$	0.87	\$	150.00	\$	150.00	\$	150.00
8	424	1988 Case 570 LXT Loader	Case	LDRRT	CASE	1861C			\$	40.16	\$	34.94	C2	\$	7.43	\$	65.00	\$	65.00	\$	65.00
8	443	1988 Cat 416C Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	7.43	\$	65.00	\$	65.00	\$	65.00
8	444	1988 Cat 416C Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	7.43	\$	65.00	\$	65.00	\$	65.00
8	464	1999 Volvo L120C Loader	Volvo	LDRRT	VME	9595C			\$	100.40	\$	87.35		\$	0.87	\$	155.00	\$	155.00	\$	155.00
8	468	1997 Cat 446B Backhoe	Cal	LDRRT	CAT	1868B			\$	55.18	\$	48.01	C2	\$	0.87	\$	85.00	\$	85.00	\$	85.00
8	473	1989 I.R. V9R908 Forklift	Ingersoll	FKLFT	FLT	080-120			\$	51.29	\$	38.98		\$	0.76	\$	75.00	\$	75.00	\$	75.00
8	480	1988 Case 570LXT Loader/Scrapper	Case	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	484	1999 L90C Wheel Loader	Volvo	LDRRT	VME	9570C			\$	62.53	\$	54.40		\$	0.87	\$	115.00	\$	115.00	\$	115.00
8	505	2000 Case 570LXT Loader/Scpr	Case	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	511	2000 Cat 416C Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	0.87	\$	150.00	\$	150.00	\$	150.00
8	520	2000 Volvo L120 Wheel Loader	Volvo	LDRRT	VME	9595			\$	97.28	\$	84.63		\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	523	2000 Cat 416C Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	524	2000 Cat 416C Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	536	2002 Cat 4200 Backhoe Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	548	1988 Volvo L120C Wheel Loader	Volvo	LDRRT	VME	9595C			\$	100.40	\$	87.35		\$	0.87	\$	155.00	\$	155.00	\$	155.00
8	561	2001 Case 570 LXT Loader/Scpr	Case	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	562	2002 Cat 4200 Backhoe Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	562	2002 Cat 4200 Backhoe Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	564	2002 Case 570 LXT Loader/Scpr	Case	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	567	2002 John Deere 4400 Tractor	John Deere	TRACS	<50	A			\$	21.74	\$	18.91		\$	0.87	\$	55.00	\$	55.00	\$	55.00
8	571	2002 Cat 420D Backhoe/Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	575	2000 Nissan Forklift	Nissan	FKLFT	FLT	040-060			\$	33.13	\$	25.18		\$	0.76	\$	49.50	\$	49.50	\$	49.50
8	580	2002 Cat 962G Wheel Loader	Cal	LDRRT	CAT	2320G			\$	107.92	\$	93.89		\$	0.87	\$	165.00	\$	165.00	\$	165.00
8	591	2002 Cat 962G Wheel Loader	Cal	LDRRT	CAT	2320G			\$	107.92	\$	93.89		\$	0.87	\$	165.00	\$	165.00	\$	165.00
8	606	2004 Volvo L120E Wheel Loader	Volvo	LDRRT	VME	9595C			\$	100.40	\$	87.35		\$	0.87	\$	155.00	\$	155.00	\$	155.00
8	607	2004 Volvo L120E Wheel Loader	Volvo	LDRRT	VME	9595C			\$	100.40	\$	87.35		\$	0.87	\$	155.00	\$	155.00	\$	155.00
8	613	2004 Case 570 MXT Loader/Scpr	Case	LDRRT	CASE	1690			\$	32.16	\$	27.98	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	620	2004 Cat 420D Backhoe/Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	625	2005 Cat 420D Backhoe/Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.89	\$	60.50	\$	60.50	\$	60.50
8	628	2005 Bobcat T190 Loader	Bobcat	LDRCL	8CAT	T190			\$	33.06	\$	28.42		\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	648	2004 Caterpillar 416D Backhoe Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	649	2004 Caterpillar 416D Backhoe Loader	Cal	LDRRT	CAT	1861MA			\$	40.65	\$	35.37	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	670	Champ Forklift	Champ	FKLFT	FLT	080-120			\$	51.29	\$	38.98		\$	0.76	\$	75.00	\$	75.00	\$	75.00
8	675	Champ Forklift	Champ	FKLFT	FLT	080-120			\$	51.29	\$	38.98		\$	0.76	\$	75.00	\$	75.00	\$	75.00
8	677	2008 Volvo L220E Loader	Bobcat	LDRRT	VME	L220D			\$	113.49	\$	85.12		\$	0.75	\$	135.00	\$	135.00	\$	135.00
8	678	Case 570MXT Skip Loader	Case	LDRRT	CASE	570 MXT			\$	35.48	\$	30.87	C2	\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	687	2006 L150 Loader	Volvo	LDRRT	VME	9598C			\$	125.56	\$	109.24		\$	0.87	\$	190.00	\$	190.00	\$	190.00
8	707	2000 416C Cat Backhoe	Cal	LDRRT	CAT	1861C			\$	40.16	\$	34.94	C2	\$	0.87	\$	65.00	\$	65.00	\$	65.00
8	710	2004 Cat 247 Skid Steer-Ldr	Cal	TRACS	>50	A			\$	29.69	\$	25.83		\$	0.87	\$	60.50	\$	60.50	\$	60.50
8	738	2005 2 Axle Dump Truck	Peterbilt	TRUCK	TRUN	2AXL			\$	45.02	\$	38.47		\$	0.81	\$	88.00	\$	88.00	\$	88.00
8	739	2006 L110E Wheel Loader	Volvo	LDRRT	VLVO	L110E			\$	112.41	\$	97.80		\$	0.87	\$	135.00	\$	135.00	\$	135.00
8	740	2008 L110E Wheel Loader	Volvo	LDRRT	VLVO	L110E			\$	112.41	\$	97.80		\$	0.87	\$	135.00	\$	135.00	\$	135.00
8	741	2006 L110E Wheel Loader	Volvo	LDRRT	VLVO	L110E			\$	112.41	\$	97.80		\$	0.87	\$	135.00	\$	135.00	\$	135.00
8	758	2007 J D 8330 Ag Tractor	John Deere	TRACS	<50	A			\$	29.69	\$	25.83		\$	0.87	\$	90.00	\$	90.00	\$	90.00
8	761	2005 J D 4320 Tractor	J D	TRACS	<50	A			\$	21.74	\$	18.91		\$	0.87	\$	55.00	\$	55.00	\$	55.00
8	764	2000 Taylor TE450 Forklift	Taylor	FKLFT	FLT	400-500			\$	111.62	\$	84.83		\$	0.76	\$	150.00	\$	150.00	\$	150.00
8	805	Bobcat Grinder	Bobcat	TRACS	<50	A			\$	21.74	\$	18.91		\$	0.87	\$	49.50	\$	49.50	\$	49.50

QTY	ITEM	BRM	MTD	ALL	UNIT	PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
8	Bobcat Sweeper	Bobcat	TRACS	ALL		\$ 24.55	\$ 192.77	\$ 24.55	\$ 192.77	\$ 20.38	\$ 163.04
8	2009 2578 II Skid Steer	Bobcat	TRACS	A		\$ 28.89	\$ 231.12	\$ 28.89	\$ 231.12	\$ 25.83	\$ 206.64
8	2009 420E Cat Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2009 420E Cat Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2009 420E Cat Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2009 420E Cat Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	Auger Mach Mid	McMillen	AUGHY	X3350H2		\$ 1.78	\$ 14.24	\$ 1.78	\$ 14.24	\$ 1.13	\$ 9.04
8	Skid Steer Mtd. Breaker	HEB	HAMMR	HB-500		\$ 11.00	\$ 88.00	\$ 11.00	\$ 88.00	\$ 11.00	\$ 88.00
8	2012 L150G Wheel Loader	Volvo	LDRRT	L150F		\$ 192.77	\$ 1542.16	\$ 192.77	\$ 1542.16	\$ 173.49	\$ 1387.92
8	2012 2578 Skid Steer	Cat	TRACS	A		\$ 28.89	\$ 231.12	\$ 28.89	\$ 231.12	\$ 25.83	\$ 206.64
8	2012 L150G Wheel Loader	Volvo	LDRRT	9586C		\$ 192.77	\$ 1542.16	\$ 192.77	\$ 1542.16	\$ 173.49	\$ 1387.92
8	Cal PC205 Planer attachment	Cal	TRACS	A		\$ 28.89	\$ 231.12	\$ 28.89	\$ 231.12	\$ 25.83	\$ 206.64
8	2014 Cat 257 Skid Steer Loader	Volvo	LDRRT	9595C		\$ 100.40	\$ 803.20	\$ 100.40	\$ 803.20	\$ 87.35	\$ 698.80
8	2014 Volvo L120G Wheel Loader	Volvo	LDRRT	9595C		\$ 29.89	\$ 239.12	\$ 29.89	\$ 239.12	\$ 25.83	\$ 206.64
8	2014 257D Skid Steer	Case	LDRRT	A		\$ 35.48	\$ 283.84	\$ 35.48	\$ 283.84	\$ 30.87	\$ 246.96
8	2014 Case 570 NXT Loader/Scpr	Case	LDRRT	570MXT		\$ 28.89	\$ 231.12	\$ 28.89	\$ 231.12	\$ 25.83	\$ 206.64
8	2015 Cat 257D Skid Steer Loader	Nissan	FKLFT	A		\$ 33.13	\$ 265.04	\$ 33.13	\$ 265.04	\$ 25.18	\$ 201.44
8	2011 Nissan Forklift	Nissan	FKLFT	A		\$ 33.13	\$ 265.04	\$ 33.13	\$ 265.04	\$ 25.18	\$ 201.44
8	2015 420F Cat Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2015 420F Cat Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2016 420F II Cat Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2016 420F II Cat Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2016 Caterpillar 950M Wheel Loader	Cat	LDRRT	950M		\$ 137.81	\$ 1102.48	\$ 137.81	\$ 1102.48	\$ 119.88	\$ 959.04
8	2016 Caterpillar 950M Wheel Loader	Cat	LDRRT	950M		\$ 137.81	\$ 1102.48	\$ 137.81	\$ 1102.48	\$ 119.88	\$ 959.04
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	420F		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2017 Cat A268 Auger Attach Skid Steer	Hydler	FKLFT	A268		\$ 1.85	\$ 14.84	\$ 1.85	\$ 14.84	\$ 1.11	\$ 8.88
8	2017 Hydler H280H22 Forklift	Hydler	FKLFT	250-300		\$ 70.66	\$ 565.28	\$ 70.66	\$ 565.28	\$ 53.70	\$ 429.60
8	2017 Cat 968M Wheel Loader	Cat	LDRRT	968M		\$ 177.78	\$ 1422.24	\$ 177.78	\$ 1422.24	\$ 154.87	\$ 1238.96
8	2017 Cat 950GC Wheel Loader	Cat	LDRRT	2310		\$ 88.93	\$ 711.44	\$ 88.93	\$ 711.44	\$ 88.07	\$ 712.56
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
8	2017 Cat 420F II Backhoe/Loader	Cat	LDRRT	1861N		\$ 48.56	\$ 388.48	\$ 48.56	\$ 388.48	\$ 42.25	\$ 337.80
10	Felco Bedding Conveyor	Felco	CONVY	1020		\$ 9.25	\$ 92.50	\$ 9.25	\$ 92.50	\$ 8.25	\$ 82.50
10	2002 John Deere 490E Excavator	John Deere	HCECL	1680E		\$ 48.86	\$ 488.60	\$ 48.86	\$ 488.60	\$ 37.86	\$ 378.60
10	1993 John Deere 555G Crawler	John Deere	LDRCL	5814A		\$ 49.07	\$ 490.70	\$ 49.07	\$ 490.70	\$ 43.18	\$ 431.80
10	1998 Cat 330BL Excavator	Cat	HCECL	0345		\$ 128.70	\$ 1287.00	\$ 128.70	\$ 1287.00	\$ 104.25	\$ 1042.50
10	1988 Cat 330BL Excavator	Cat	HCECL	0345		\$ 128.70	\$ 1287.00	\$ 128.70	\$ 1287.00	\$ 104.25	\$ 1042.50
10	1988 Cat 345BL Excavator	Cat	HCECL	0355		\$ 173.42	\$ 1734.20	\$ 173.42	\$ 1734.20	\$ 140.47	\$ 1404.70
10	1987 325BL Excavator	Linkbelt	HCECL	0335		\$ 102.91	\$ 1029.10	\$ 102.91	\$ 1029.10	\$ 83.38	\$ 833.80
10	2000 Vermeer T-655 Trencher	Vermeer	TRENC	8843		\$ 77.45	\$ 774.50	\$ 77.45	\$ 774.50	\$ 62.73	\$ 627.30
10	1997 Vermeer V-4150A Trencher	Vermeer	TRENC	V4150A		\$ 23.89	\$ 238.90	\$ 23.89	\$ 238.90	\$ 18.87	\$ 188.70
10	2002 315CL Excavator	Cat	HCECL	315CL		\$ 60.79	\$ 607.90	\$ 60.79	\$ 607.90	\$ 49.85	\$ 498.50
10	2002 Cat 320C Excavator	Cat	HCECL	0312C		\$ 72.59	\$ 725.90	\$ 72.59	\$ 725.90	\$ 58.80	\$ 588.00
10	2004 Cat 325 CL Excavator	Cat	HCECL	325CL		\$ 120.10	\$ 1201.00	\$ 120.10	\$ 1201.00	\$ 98.48	\$ 984.80
10	2008 325DL Excavator	Cat	HCECL	325DL		\$ 142.88	\$ 1428.80	\$ 142.88	\$ 1428.80	\$ 117.16	\$ 1171.60
10	2003 Cat 303CR Mini Excavator	Cat	HCECL	303CR		\$ 21.46	\$ 214.60	\$ 21.46	\$ 214.60	\$ 17.61	\$ 176.10
10	RX14K Auger Drive	McM Ken	AUGHY	X14K2		\$ 2.74	\$ 27.40	\$ 2.74	\$ 27.40	\$ 1.73	\$ 17.30
10	2011 Cat 336EL Excavator	Cat	HCECL	336EL		\$ 158.41	\$ 1584.10	\$ 158.41	\$ 1584.10	\$ 129.90	\$ 1299.00
10	2014 Cat 60" Excavator bucket	Cat	BT&E	60-INCH		\$ 18.00	\$ 180.00	\$ 18.00	\$ 180.00	\$ 16.00	\$ 160.00
10	2015 Cat 336FL Excavator	Cat	HCECL	336F		\$ 166.36	\$ 1663.60	\$ 166.36	\$ 1663.60	\$ 136.42	\$ 1364.20
10	2015 Cat 46" Excavator bucket	Cat	BT&E	46-INCH		\$ 17.00	\$ 170.00	\$ 17.00	\$ 170.00	\$ 17.00	\$ 170.00
10	2015 Cat 303CR Mini Excavator	Cat	HCECL	303CR		\$ 21.48	\$ 214.80	\$ 21.48	\$ 214.80	\$ 17.81	\$ 178.10
10	2015 Cat 308E CR Excavator	Cat	HCECL	308ET		\$ 43.82	\$ 438.20	\$ 43.82	\$ 438.20	\$ 35.93	\$ 359.30
10	2010 Cat 336F Excavator	Cat	HCECL	336F		\$ 168.36	\$ 1683.60	\$ 168.36	\$ 1683.60	\$ 136.42	\$ 1364.20
10	2010 Cat 303CR Mini Excavator	Cat	HCECL	303CR		\$ 21.48	\$ 214.80	\$ 21.48	\$ 214.80	\$ 17.81	\$ 178.10
12	1985 Cat 12-G Motor Grader	Cat	GRADR	2880		\$ 67.54	\$ 810.48	\$ 67.54	\$ 810.48	\$ 58.76	\$ 705.12
12	1985 Cat 140H Motor Grader	Cat	GRADR	3285		\$ 78.70	\$ 944.40	\$ 78.70	\$ 944.40	\$ 68.47	\$ 821.64

12	426	1988	Cat 14H Blade		Cat	GRADR	CAT	3185		\$ 111.66	\$ 97.14		\$ 0.87	\$ 165.00	\$ 165.00
12	588	2002	Cat 140H Motor Grader		Cat	GRADR	CAT	3285		\$ 78.70	\$ 68.47		\$ 0.87	\$ 142.00	\$ 142.00
12	633	2005	Cat 140H Motor Grader		Cat	GRADR	CAT	3265		\$ 78.70	\$ 68.47		\$ 0.87	\$ 142.00	\$ 142.00
12	683	2006	872D Motorgrader	John Deere	Cat	GRADR	DEER	872D		\$ 145.74	\$ 129.71		\$ 0.89	\$ 169.00	\$ 169.00
12	742	2007	14H Motor Grader		Cat	GRADR	CAT	3185		\$ 111.66	\$ 97.14		\$ 0.87	\$ 165.00	\$ 165.00
14	311	1984	Cat D6H Dozer		Cat	TRACC	CAT	3732		\$ 75.66	\$ 63.55	R3 \$ 5.54	\$ 0.84	\$ 125.00	\$ 125.00
14	335	1994	Cat D7H Dozer		Cat	TRACC	CAT	4215		\$ 104.65	\$ 87.91	R4 \$ 6.28	\$ 0.84	\$ 154.00	\$ 154.00
14	387	1997	D8R Dozer		Cat	TRACC	CAT	3800		\$ 85.85	\$ 72.20	R3 \$ 5.54	\$ 0.84	\$ 125.00	\$ 125.00
14	456	1998	Cat D7R Dozer		Cat	TRACC	CAT	D7R		\$ 81.73	\$ 55.58	R4 \$ 6.08	\$ 0.68	\$ 154.00	\$ 154.00
14	534	2001	Cat D5C Dozer		Cat	TRACC	CAT	3346		\$ 41.97	\$ 35.25		\$ 0.84	\$ 77.00	\$ 77.00
14	1000	2015	Cat D6T XL Dozer		Cat	TRACC	CAT	3815		\$ 90.08	\$ 75.67	R3 \$ 5.54	\$ 0.84	\$ 125.00	\$ 125.00
15	49	1978	Diamond Spray Tank	Diamond	Diamond	BITDT	TUMD	0-300		\$ 6.09	\$ 5.18		\$ 0.85	\$ 44.00	\$ 44.00
15	77	1978	Diamond Spray Tank	Diamond	Diamond	BITDT	TUMD	0-300		\$ 6.09	\$ 5.18		\$ 0.85	\$ 44.00	\$ 44.00
15	261	1992	CR-MS-2 Pick Up Machine	Cedar Rapids	Diamond	ASPWP	TUMD	MS2		\$ 65.42	\$ 60.84		\$ 0.93	\$ 99.00	\$ 99.00
15	294	Diamond Spray Tank		Diamond	Diamond	BITDT	CEMR	0-300		\$ 6.09	\$ 5.18		\$ 0.85	\$ 44.00	\$ 44.00
15	388	1997	Hypac C530A Roller	Hysler	Miller	ROL-2	HYST	6548		\$ 33.50	\$ 28.48		\$ 0.86	\$ 104.50	\$ 104.50
15	466	1999	Miller Curbmaster/Berm Machine	Miller	Gomaco	CRBEX	CEM	0-18		\$ 29.93	\$ 23.64		\$ 0.78	\$ 49.50	\$ 49.50
15	503	2000	Gomaco GT3600 Slipform Paver	Gomaco	Wacker	CONSF	GOMA	GT3600		\$ 155.46	\$ 128.03		\$ 0.83	\$ 330.00	\$ 330.00
15	550	2001	Wacker RT560 Trench Roller	Wacker	Cat	ROVIB	WACK	RT560		\$ 18.14	\$ 12.52		\$ 0.69	\$ 49.50	\$ 49.50
15	555	2001	Cat AP-1000B Asphalt Paver	Cat	Cat	ASPAV	CAT	AP1000		\$ 110.23	\$ 83.77		\$ 0.76	\$ 258.50	\$ 258.50
15	587	2002	Cat CB224D 47' Roller	Cat	Cat	ROVIB	CAT	CB224D		\$ 30.29	\$ 25.14		\$ 0.83	\$ 82.50	\$ 82.50
15	598	2003	Gicrest B13 Propaver	Gicrest	Gomaco	ASPAV	GILC	813		\$ 65.76	\$ 55.80		\$ 0.85	\$ 137.50	\$ 137.50
15	681	2006	GC432VHF AC Roller	Dynapac	Dynapac	ROVIB	DYPC	CC421		\$ 95.86	\$ 72.12		\$ 0.84	\$ 115.50	\$ 115.50
15	693	2008	CB224E 48' AC Roller	Cat	Cat	ROVIB	ROVIB	8031E		\$ 32.02	\$ 28.26		\$ 0.82	\$ 82.50	\$ 82.50
15	684	2008	CB224E 48' AC Roller	Cat	Cat	ROVIB	CAT	8031E		\$ 32.02	\$ 28.26		\$ 0.82	\$ 82.50	\$ 82.50
15	828	48' Padfoot Compactor Attachment		Bobcat	Bobcat	COMMM	8CAT	IHC200		\$ 2.70	\$ 1.30		\$ 0.48	\$ 25.00	\$ 25.00
15	897	2014	CB24B AC Roller	Cat	Cat	ROVIB	CAT	CB24B		\$ 34.86	\$ 28.83		\$ 0.83	\$ 82.50	\$ 82.50
15	898	2014	CB24B AC Roller	Cat	Cat	ROVIB	CAT	CB24B		\$ 34.86	\$ 28.83		\$ 0.83	\$ 82.50	\$ 82.50
15	937	2015	CB24B AC Roller	Cat	Cat	ROVIB	CAT	CB24B		\$ 34.86	\$ 28.83		\$ 0.83	\$ 82.50	\$ 82.50
15	938	2015	CB24B AC Roller	Cat	Cat	ROVIB	CAT	CB24B		\$ 34.86	\$ 28.83		\$ 0.83	\$ 82.50	\$ 82.50
15	1016	2017	Weiler P285 Asphalt Paver	Weiler	Wack	ASPAV	WELR	P285		\$ 100.45	\$ 85.38		\$ 0.85	\$ 137.50	\$ 137.50
16	224	1989	Cat 815B Compactor	Cat	Cat	ROVIB	CAT	2310		\$ 120.08	\$ 108.07		\$ 0.80	\$ 171.00	\$ 171.00
16	245	1999	Ingersoll SD1000 Vibratory Roller	Ingersoll	I/R	ROVIB	I-R	4140D		\$ 83.39	\$ 68.38		\$ 0.82	\$ 116.00	\$ 116.00
16	297	1993	IR Vibratory Roller SD100D	I/R	I/R	ROVIB	I-R	4140D		\$ 83.39	\$ 68.38		\$ 0.82	\$ 116.00	\$ 116.00
16	312	1984	Entek 24" Compaction Wheel	Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	332	1995	Cat 815B Scraper	Cat	Cat	ROVIB	CAT	300W		\$ 120.08	\$ 108.07		\$ 0.90	\$ 171.00	\$ 171.00
16	341	1985	Entek 36" Compaction Wheel	Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	418	1998	Cat 815F Compactor	Cat	Cat	ROVIB	CAT	2320		\$ 131.67	\$ 118.50		\$ 0.90	\$ 186.00	\$ 186.00
16	481	1998	Entek 48" Compaction Wheel	Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	589	2002	36" Entek Wheel	Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	596	2003	Cat CS-573E Compactor Roller	Cat	Cat	ROVIB	CAT	CS583E		\$ 98.85	\$ 82.05		\$ 0.83	\$ 138.00	\$ 138.00
16	628	2004	Cat CS573E Comp./Roller	Cat	Cat	ROVIB	CAT	CS583E		\$ 98.85	\$ 82.05		\$ 0.83	\$ 138.00	\$ 138.00
16	645	2005	Cat 815F Compactor	Cat	Cat	ROVIB	CAT	2320		\$ 131.67	\$ 118.50		\$ 0.90	\$ 186.00	\$ 186.00
16	696	2007	CP573E Soil Compactor/P.F.	Cat	Cat	ROVIB	CAT	CP583E		\$ 93.88	\$ 77.92		\$ 0.83	\$ 125.00	\$ 125.00
16	698	2006	CS573E Soil Compactor	Cat	Cat	ROVIB	CAT	CS573E		\$ 98.85	\$ 82.05		\$ 0.83	\$ 138.00	\$ 138.00
16	754	2007	Dynapac CC232HF Roller	Dynapac	Dynapac	ROVIB	DYPC	CC232HF		\$ 79.27	\$ 64.21		\$ 0.81	\$ 92.00	\$ 92.00
16	799	Entek 18" Compaction Wheel		Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	800	Entek 18" Compaction Wheel		Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	801	Entek 18" Compaction Wheel		Entek	Entek	COMMM	ENTK	300W		\$ 1.48	\$ 0.77		\$ 0.52	\$ 49.50	\$ 49.50
16	852	2016	Cat CS588 Compactor	Cat	Cat	ROVIB	CAT	CS588D		\$ 100.86	\$ 82.79		\$ 0.82	\$ 138.00	\$ 138.00
17	128	1982	Danuser B.H. Mounted Auger	Danuser	Augtk	AUGTK	DANU	HYD		\$ 12.58	\$ 8.68		\$ 0.69	\$ 48.50	\$ 48.50
17	501	1988	Hyd.Crane Trk.Mid.	Ford	HCETD	FORD	FORD	2582		\$ 50.55	\$ 37.81		\$ 0.75	\$ 125.00	\$ 125.00
18	268	1989	Cat 615 Scraper	Cat	SCRSP	SCRSP	CAT	1415		\$ 108.68	\$ 92.38		\$ 0.85	\$ 180.00	\$ 180.00
18	267	Cat 623B Scraper		Cat	SCRSP	SCRSP	CAT	1700		\$ 142.33	\$ 120.88		\$ 0.85	\$ 247.00	\$ 247.00
18	374	1986	Cat 623E Scraper	Cat	SCRSP	SCRSP	CAT	1702		\$ 171.28	\$ 145.57		\$ 0.85	\$ 257.00	\$ 257.00
18	398	1984	Cat 623F Scraper	Caterpillar	SCRSP	SCRSP	CAT	1703		\$ 181.04	\$ 153.88		\$ 0.85	\$ 257.00	\$ 257.00
18	489	1998	Cat 623F Scraper	Cat	SCRSP	SCRSP	CAT	1703		\$ 181.04	\$ 153.88		\$ 0.85	\$ 257.00	\$ 257.00
18	584	1989	John Deere 862B Scraper	John Deere	SCRSP	SCRSP	DEER	3942		\$ 128.91	\$ 107.87		\$ 0.85	\$ 183.00	\$ 183.00
18	735	2005	623G Scraper	Cat	SCRSP	SCRSP	CAT	1703		\$ 213.78	\$ 181.71		\$ 0.85	\$ 257.00	\$ 257.00

20	747	2006 Sullivan Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.28	\$ 0.85	\$ 44.00	\$ 44.00
20	748	2006 Sullivan Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.28	\$ 0.85	\$ 44.00	\$ 44.00
20	749	2006 Sullivan Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.28	\$ 0.85	\$ 44.00	\$ 44.00
20	757	2007 Exp 500S Water Wagon 500 Ga	Wyle	TRAW	MCMF	GWT500	\$ 2.45	\$ 1.98	\$ 0.80	\$ 44.00	\$ 44.00
20	760	2007 Mide 4 X 4	Kawasaki	TRACS	KAWA	2510	\$ 14.40	\$ 12.98	\$ 0.90	\$ 35.00	\$ 35.00
20	810	2005 Multiquip Gas Turtle	Multiquip	COMHG	COMP	250	\$ 8.41	\$ 6.64	\$ 0.79	\$ 44.00	\$ 44.00
20	811	2007 Multiquip Gas Turtle	Multiquip	COMHG	COMP	250	\$ 8.41	\$ 6.64	\$ 0.79	\$ 44.00	\$ 44.00
20	813	Magnum Light Tower MLT3080	Magnum	ELGEN	LITE	4 LIGHT	\$ 7.61	\$ 6.54	\$ 0.86	\$ 33.00	\$ 33.00
20	842	2006 Magnum Light Tower	Magnum	ELGEN	LITE	4 LIGHT	\$ 7.61	\$ 6.54	\$ 0.86	\$ 33.00	\$ 33.00
20	852	Titan Lawn Mower	Toro							\$ 38.50	\$ 38.50
20	873	2013 Merit Mid. Concrete Saw	Merit	SAWCO	ABOP	45-65	\$ 17.81	\$ 14.78	\$ 0.83	\$ 25.00	\$ 25.00
20	912	2015 Multiquip MVH 408GH Plate Compactor	Multiquip	COMHG	COMP	250	\$ 8.41	\$ 6.64	\$ 0.79	\$ 44.00	\$ 44.00
20	913	2014 MMD65 Portable Generator 50kw	MMD	ELGEN	GEN	025-050	\$ 12.04	\$ 10.35	\$ 0.86	\$ 40.00	\$ 40.00
20	932	2015 100 KW Generator	Multiquip	ELGEN	GEN	100-200	\$ 42.43	\$ 36.48	\$ 0.86	\$ 65.00	\$ 65.00
20	935	2015 Message Board (Trailer)	Precision	TRAFRA	CMSN	SOL1	\$ 10.20	\$ 6.83	\$ 0.67	275.00/Day	275.00/Day
20	941	2016 Sullivan Palatek Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.29	\$ 0.85	\$ 44.00	\$ 44.00
20	942	2016 Sullivan Palatek Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.29	\$ 0.85	\$ 44.00	\$ 44.00
20	943	2016 Sullivan Palatek Air Compressor	Sullivan	AIRCP	PORT	016-025	\$ 16.81	\$ 14.28	\$ 0.85	\$ 44.00	\$ 44.00
20	951	Allmand Night-Lite Pro II Portable Lite Tower	Allmand	ELGEN	LITE	4 LIGHT	\$ 7.61	\$ 6.54	\$ 0.86	\$ 33.00	\$ 33.00
20	969	2016 Multiquip Gas Turtle	Multiquip	COMHG	COMP	250	\$ 8.41	\$ 6.64	\$ 0.79	\$ 44.00	\$ 44.00
20	989	2017 Bandt M-12XP Wood Chipper	Bandt	BRUCP	BAND	M-12XP	\$ 52.29	\$ 48.11	\$ 0.92	\$ 88.00	\$ 88.00
20	990	2017 Multiquip WBH-16 Power Buggy	Multiquip	TRACS	<50		\$ 21.74	\$ 18.81	\$ 0.87	\$ 25.00	\$ 25.00

			BRMSW	MTTD	ALL	\$	24.55	\$	20.38	\$	0.83	\$	49.50	\$	49.50	
T-64	Sweeper Attachment				ALL											
T-65	Thumb Attachment															
T-66	Mower Attachment															
T-67	4' X 4' Post / FL		NONOP	SSFW	0615	\$	0.13	\$	0.13		\$	1.00	\$	15.00	\$	15.00
T-68	Arc Welding Machine		WELD	AWM	250-500	\$	9.49	\$	7.69		\$	0.81	\$	15.00	\$	15.00
T-69	Gas Welding Outfit		WELD	GWO	ALL	\$	0.28	\$	0.23		\$	0.81	\$	3.00	\$	3.00

ATTACHMENT C
General Terms and Conditions
Construction and Repair Projects

C-1. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-2. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three-year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

C-3 TITLE TO DOCUMENTS; COPYRIGHT.

All documents, reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR or their officers, agents or employees shall become the property of COUNTY, and shall not be subject to any federal copyright, patent or other intellectual property claim by the CONTRACTOR, subcontractor, or their officers, agents or employees. The payment terms specified in Attachment B include the purchase of any federal copyright, patent or other claim to intellectual property that the CONTRACTOR, subcontractor, or their officers, agents or employees may have to any documents, reports or other materials produced in performance of this contract. CONTRACTOR may retain copies of all such documents, reports and other materials exclusively for administrative purposes. Any use of completed or uncompleted documents, reports or other materials for other projects by CONTRACTOR, any subcontractor, or any of their officers, agents or employees, without the prior written consent of COUNTY is prohibited.

C-4. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-5. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits,

licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-6. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-7. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-8. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-9. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-10. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-11. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-12. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-13. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-14, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-14. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 9 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-15. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-16. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-17. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-18. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-19. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-20. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the

other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-21. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-22. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-23. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

C-24. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C

ATTACHMENT D
Specific Terms and Conditions
Construction and Repair Projects

D-1. DEFINITIONS

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- D-1.1 **CONTRACT DOCUMENTS** - The contract and if applicable, the Invitation for Bids (IFB), Request for Proposals (RFP), Request for Quotations, Request for Qualifications (RFQ), or any other applicable competitive solicitation. All CONTRACT DOCUMENTS are intended to cooperate, so that any WORK called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this contract and the applicable competitive solicitation document, and the CONTRACTOR'S bid, proposal, quotation or statement of qualifications, then this contract and the applicable competitive solicitation document shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.
- D-1.2 **CONTRACT PRICE** - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- D-1.3 **CONTRACT TIME** - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- D-1.4 **CONTRACTOR** - The person, firm, or corporation with whom the COUNTY has executed this contract.
- D-1.5 **COUNTY** - The County of San Benito, a political subdivision of the State of California, for whom the WORK is to be performed.
- D-1.6 **FIELD ORDER** - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the COUNTY'S Contract Administrator to the CONTRACTOR during construction.
- D-1.7 **PROJECT** - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- D-1.8 **SUBCONTRACTOR** - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- D-1.9 **SUBSTANTIAL COMPLETION** - That date certified by the COUNTY'S Contract Administrator when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

- D-1.10 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- D-1.11 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

D-2. LICENSING REQUIREMENTS

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Register, Contractors' State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 95826. At all times during the performance of this contract, the CONTRACTOR shall possess a current and valid C-12 and/or other appropriate license(s) issued by the State of California for the work to be performed under this contract, and shall comply with all terms and conditions of such license(s).

D-3. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

- D-3.1 The CONTRACTOR may be furnished additional instructions and detailed drawings, by the COUNTY'S Contract Administrator, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- D-3.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

D-4. MATERIALS, SERVICES AND FACILITIES

- D-4.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time. All materials shall be new and of merchantable grade, free from defect.
- D-4.2 Material and equipment shall be stored so as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- D-4.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- D-4.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the COUNTY'S Contract Administrator. No substitutions shall be permitted from the original specifications, except as provided under the CONTRACT DOCUMENTS, upon the prior approval of the COUNTY'S Contract Administrator, based upon the CONTRACTOR'S specific explanation of functioning and structural characteristics for those details that differ from the specifications.

D-4.5 Materials, supplies, and equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

D-4.6 The CONTRACTOR shall bear risk of loss until materials, supplies, equipment or other goods have reached the final F.O.B. Destination point. Thereafter, the COUNTY shall bear risk of loss.

D-5. GOVERNING LAW, JURISDICTION AND VENUE

This contract shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Jurisdiction and venue for any action brought to enforce the terms or provisions of the CONTRACT DOCUMENTS shall be in the state or federal courts situated in and for the County of San Benito, State of California.

D-6 CALIFORNIA LABOR CODE REQUIREMENTS

Unless federal law applies, the CONTRACTOR and all SUBCONTRACTORS shall comply with all state labor requirements applicable to public works projects, including but not limited to Labor Code sections 1720 *et seq.*, 1770 *et seq.* and 1810 *et seq.*. Without limitation, the CONTRACTOR'S and SUBCONTRACTORS' obligations include the following:

D-6.1 Hours of Work:

- (a) Eight hours of labor shall constitute a legal day's work upon all WORK done hereunder, and it is expressly stipulated that no workman employed at any time by the CONTRACTOR, or by any SUBCONTRACTOR shall be required or permitted more than eight hours in any one calendar day and/or more than 40 hours in any one calendar week except as provided in section 1815 of the Labor Code, and it is further expressly stipulated that for each and every violation of such Labor Code requirements, the CONTRACTOR shall forfeit, as a penalty to the COUNTY, \$50.00 for each workman employed in the execution of this contract, or by any SUBCONTRACTOR, for each calendar day during which said workman is required or permitted to labor more than eight hours in any one calendar day or more than 40 hours in any one calendar week in violation of the provisions of such Labor Code requirements.
- (b) In accordance with the provisions of the Labor Code, the CONTRACTOR and each SUBCONTRACTOR shall also keep an accurate record showing the names and actual hours worked for all workers employed by the CONTRACTOR or SUBCONTRACTOR in connection with the WORK contemplated by this contract, which record shall be open at all reasonable hours to the inspection of the COUNTY or its officers, agents or employees, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

D-6.2 Apprentice Employment:

- (a) Pursuant to the provisions of Labor Code section 1777.5, as amended, the CONTRACTOR or any SUBCONTRACTOR employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship

committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.

- (b) The CONTRACTOR and SUBCONTRACTORS shall make contributions to funds established for the administration of the apprenticeship programs if the CONTRACTOR or SUBCONTRACTORS employ registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
- (c) The CONTRACTOR and SUBCONTRACTORS shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

D-6.3 Wage Rates:

- (a) Pursuant to the provisions of Labor Code section 1770 *et seq.*, each laborer or mechanic of the CONTRACTOR or any SUBCONTRACTOR engaged in WORK on the PROJECT under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any SUBCONTRACTOR and such laborers and mechanics.
- (b) Any laborer or mechanic employed to perform WORK on the PROJECT under this contract, which WORK is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the WORK to be performed by such laborer or mechanic.
- (c) The foregoing specified prevailing wage rates are minimum rates only, and the CONTRACTOR or any SUBCONTRACTOR may pay any wage rate in excess of the applicable rate contained in this contract.
- (d) Pursuant to Labor Code section 1775, the CONTRACTOR or SUBCONTRACTOR, as a penalty to the COUNTY, shall forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such WORK or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or SUBCONTRACTOR.

- (e) An error on the part of the COUNTY does not relieve the CONTRACTOR or any SUBCONTRACTOR from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
- (f) Copies of the applicable prevailing wage rates are on file with the San Benito County Community Services and Workforce Development Department at 1131 San Felipe Road, Hollister, CA 95023, and they are available to any interested party on request.

D-6.4 Certified Payroll: as required under the provisions of Labor Code section 1776, the CONTRACTOR and all SUBCONTRACTORS shall keep accurate payroll records on forms provided by the Division of Labor Standards Enforcement, or alternatively, the CONTRACTOR and all SUBCONTRACTORS shall keep accurate payroll records containing the same information:

- (a) The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by the CONTRACTOR or SUBCONTRACTOR in connection with the PROJECT.
- (b) Certified copies of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR as follows:
 - (1) certified copies shall be made available or furnished to the CONTRACTOR'S or SUBCONTRACTOR'S employee or the employee's authorized representative upon request.
 - (2) certified copies shall be made available for inspection or furnished upon request to a representative of the COUNTY, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Upon written notice from the COUNTY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations, the CONTRACTOR shall, within ten (10) days of such request, file with the COUNTY a certified copy of the payroll records.
 - (3) certified copies shall be made available upon request by the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the COUNTY, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

D-6.5 SUBCONTRACTORS: The CONTRACTOR shall cause clauses identical to those provided in paragraph D-5 of this contract to be included in every subcontract for the WORK performed under this contract.

D-7. INDEMNIFICATION.

The CONTRACTOR and the COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

D-8. GUARANTEE

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The COUNTY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

D-9. WARRANTY, MANUFACTURER

The manufacturer shall fully warrant all materials and/or equipment furnished under the terms of the CONTRACT DOCUMENTS against poor and inferior quality. While under warranty, the manufacturer shall repair or replace inoperable materials and/or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall be provided for the material and/or equipment provided, detailing the scope and length of the warranty. Where the contract is awarded pursuant to an Invitation for Bids (IFB), and where the CONTRACTOR is also the manufacturer of the materials, supplies or equipment provided under this contract, the Manufacturer's Warranty requirement will supercede the successful bidder warranty requirement.

D-10. WARRANTY, SUCCESSFUL BIDDER

Where the contract is awarded pursuant to an Invitation for Bids (IFB), the CONTRACTOR shall fully warrant all materials and/or equipment furnished and WORK performed under the terms of the CONTRACT DOCUMENTS, awarded pursuant to the IFB, against poor and inferior quality or workmanship, for a period of not less than one (1) year from the date of the final acceptance by the COUNTY. While under warranty, the successful bidder shall promptly repair or replace inoperable material and/or equipment and shall promptly correct inferior or defective work as may be deemed necessary by the COUNTY'S Contract Administrator, in a timely manner to minimize the disruption of County operations. The COUNTY shall give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other work that may be necessary to correct defective or inoperable materials, equipment or WORK, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

D-11. ASSIGNMENT OF ANTI-TRUST CLAIMS REGARDING PURCHASE OF GOODS, SERVICES OR MATERIALS

The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this contract. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

D-12. BONDS

If required, the CONTRACTOR shall file with the COUNTY the following bonds satisfactory to the COUNTY in the amounts and for the purposes noted. Bonds shall be approved as to form by the COUNTY, duly executed by a responsible corporate surety as principal, authorized to issue such bonds in the State of California, and secured through an authorized agent with an office in California. The CONTRACTOR shall pay all bond premiums, costs and incidentals.

D-12.1 PERFORMANCE BOND: For contracts in excess of \$25,000, within ten (10) days of the execution of the contract, the CONTRACTOR shall furnish the COUNTY, at the CONTRACTOR'S expense, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total CONTRACT PRICE.

D-12.2 PAYMENT BOND: For public works contracts in excess of \$25,000, within ten (10) days of the execution of the contract, the CONTRACTOR shall furnish the COUNTY, at the CONTRACTOR'S expense, a Payment Bond in an amount equal to one hundred percent (100%) of the total CONTRACT PRICE to guarantee the payment of wages, and bills contracted for materials, supplies, or equipment used in the performance of the contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252 inclusive, of the California Civil Code, and Section 13020 of the California Unemployment Insurance Code. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the California Civil Code.

D-13. INSURANCE

D-13.1 Without limiting the CONTRACTOR'S duty to indemnify the COUNTY, the CONTRACTOR shall comply with the insurance coverage requirements set forth in paragraph 6 of this contract. Required insurance policies shall satisfy the following requirements:

- (a) The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - (1) Claims under worker's compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - (4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- (b) Each policy shall be issued by admitted insurers rated by A.M. Best Co. as A:VII or higher, by a company authorized by law to transact business in the State of California. Lower rate, or approved but not admitted insurers, may be accepted with the COUNTY'S prior written approval.
 - (c) Each required policy shall be endorsed by the insurance company (not the agent) to modify the policy to include San Benito County, its officers, agents, and employees as additional insured, and to provide the COUNTY with thirty (30) calendar days prior written notice of cancellation. Additionally, the COUNTY shall be provided written notice at least thirty (30) days in advance of any other change or non-renewal thereof. The insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The COUNTY is not liable for the payment of premiums or assessments on the policy.
 - (d) The required coverage shall be maintained in effect throughout the term of this contract. No cancellation provisions in the insurance policy shall be construed in derogation of the CONTRACTOR'S continuing duty to furnish insurance during the term of the contract.
 - (e) These requirements assume that the standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the CONTRACT DOCUMENTS depending on the final "Scope of Work".
 - (f) The CONTRACTOR shall include all SUBCONTRACTORS performing WORK under this contract as insured under its policies or shall require all SUBCONTRACTORS to obtain substantially the identical insurance coverage required of the CONTRACTOR pursuant to this contract and shall provide the COUNTY with Certificates of Insurance for each SUBCONTRACTOR. All coverage for SUBCONTRACTORS shall be subject to all of the requirements stated herein.

D-13.2 If required by paragraph 6 of this contract, the CONTRACTOR shall procure and maintain in full force and effect, at the CONTRACTOR'S own expense, and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to procure and maintain in full force and effect, at the CONTRACTOR'S or SUBCONTRACTOR'S own expense, during the term of this contract, insurance policies as hereinafter specified, with policy limits of coverage specified in paragraph 6 of this contract:

- (a) The CONTRACTOR'S comprehensive general and excess public liability and property damage insurance, including vehicle coverage, issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR, and shall provide an endorsement naming the COUNTY and its officers, agents and employees as additional insureds. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 07 04 in tandem with CG 20 37 07 04.
- (b) The CONTRACTOR shall acquire and maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 6 of this contract.
- (c) The CONTRACTOR shall acquire and maintain Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the COUNTY, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or the CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- (d) The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the COUNTY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, vehicle damage, theft, flood, earthquake, civil commotion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the COUNTY. The policy shall name the COUNTY as an additional insured.
- (e) The CONTRACTOR shall acquire and maintain Environmental Impairment Pollution Liability Insurance upon the PROJECT to the full insurable value thereof for the benefit of the COUNTY, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or the CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT or to repair or remediate environmental damage or pollution.

- (f) The CONTRACTOR shall acquire and maintain automotive liability insurance with liability limits of not less than the amount set out in paragraph 6 of this contract. If the CONTRACTOR elects to deliver products to the COUNTY using a common carrier that is not related to the CONTRACTOR'S business entity, the CONTRACTOR may request waiver of the automobile insurance requirements for delivery by the common carrier.

D-13.3 In accordance with section 3700 of the Labor Code, the CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, worker's compensation insurance, including Employers' Liability limits and occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. In case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide worker's compensation insurance, including Employer's Liability limits and occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The policies shall be endorsed to waive insurer's subrogation rights against the COUNTY. In case any class of employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under the worker's compensation statutes, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. If the CONTRACTOR or any SUBCONTRACTOR elects to be self-insured, the Certificates of Insurance otherwise required by this contract shall be replaced with a consent to self-insure by the State Director of Industrial Relations. If the CONTRACTOR elects to deliver products to the COUNTY using a common carrier that is not related to the CONTRACTOR'S business entity, the CONTRACTOR may request waiver of the workers' compensation insurance requirements for delivery by the common carrier.

D-13.4 Prior to commencement of WORK by the CONTRACTOR or any SUBCONTRACTOR and prior to any obligation by the COUNTY, the CONTRACTOR shall file Certificates of Insurance acceptable to the COUNTY, showing that the CONTRACTOR and all SUBCONTRACTORS have in effect the insurance required by this contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least 15 days prior written notice has been given to the COUNTY. The CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. In lieu of providing proof of insurance, the CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The CONTRACTOR shall warrant that the CONTRACTOR'S or SUBCONTRACTOR'S self-insurance provides substantially the same protection to the COUNTY as the insurance required herein. The CONTRACTOR further agrees to notify the COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within 15 days of such change.

D-14. PROTECTION OF WORK, PROPERTY, AND PERSONS

- D-14.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- D-14.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures and/or all other necessary safeguards for safety and protection, as may be required during site preparation and all phases of construction, and shall maintain such safeguards until all WORK is completed. The CONTRACTOR will notify the COUNTY of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts of any of them will be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the COUNTY and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- D-14.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the COUNTY'S Contract Administrator or the COUNTY, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the COUNTY'S Contract Administrator prompt written notice of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
- D-14.4 The CONTRACTOR shall replace all items received by the COUNTY that are damaged due to the CONTRACTOR'S negligence. Existing construction, equipment, plantings, etc. damaged by the CONTRACTOR, in the performance of the WORK, shall be replaced or repaired and restored to original condition by the CONTRACTOR.
- D-14.5 The CONTRACTOR shall, at all times, keep the premises clean from accumulation of waste materials or rubbish caused by the CONTRACTOR'S employees or WORK and shall remove all resulting WORK debris from the job site.

D-15. INSPECTIONS AND TESTING

- D-15.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally

- accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- D-15.2 The COUNTY shall provide all inspection and testing services unless specified to be provided by the CONTRACTOR.
- D-15.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- D-15.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the COUNTY'S Contract Administrator timely notice of readiness. The CONTRACTOR will then furnish the COUNTY'S Contract Administrator with the required certificates of inspection, testing or approval.
- D-15.5 Inspections, tests, or approvals by the COUNTY'S Contract Administrator or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- D-15.6 The COUNTY'S Contract Administrator will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- D-15.7 If any WORK is covered contrary to the written instructions of the COUNTY'S Contract Administrator it must, if requested by the COUNTY'S Contract Administrator, be uncovered for the COUNTY'S Contract Administrator's observation and replaced at the CONTRACTOR'S expense.
- D-15.8 If the COUNTY'S Contract Administrator considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the COUNTY'S Contract Administrator's request, will uncover, expose or otherwise make available for observation, inspection or testing as the COUNTY'S Contract Administrator may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction; if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- D-15.9 A pre-final inspection of the WORK will be made by the COUNTY'S Contract Administrator and project inspector. This inspection shall be made as soon as practical after the CONTRACTOR has notified the COUNTY in writing that the WORK is ready for this inspection. The pre-final inspection shall be made prior to acceptance of any portion of the WORK as being substantially complete and prior to filing of the Notice of Completion.

- D-15.10 A final inspection of all the WORK will be made by the COUNTY'S Contract Administrator and the CONTRACTOR prior to acceptance of the WORK.
- D-15.11 Forty-eight hours prior to WORK being accomplished, the CONTRACTOR will notify the COUNTY'S Contract Administrator of the proposed working hours to accomplish the WORK for that day. Work may be accomplished on weekends or holidays only if the CONTRACTOR provides prior notification, the COUNTY'S Contract Administrator approves the request, and the CONTRACTOR pays for the additional amount for holiday or overtime inspection costs beyond the normal hourly inspection rates for weekdays.

D-16. SURVEYS, PERMITS, AND REGULATIONS

- D-16.1 The COUNTY shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the COUNTY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- D-16.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- D-16.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise specified. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the COUNTY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the COUNTY'S Contract Administrator in writing, and any necessary changes shall be adjusted as provided in paragraph D-25 of this contract.

D-17. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the COUNTY harmless from loss on account thereof, except that the COUNTY shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the COUNTY'S Contract Administrator.

D-18. SUPERVISION BY CONTRACTOR; INDEPENDENT CONTRACTOR

- D-18.1 The CONTRACTOR will supervise and direct the WORK. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences and

procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

D-18.2 The CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to the COUNTY and not officers or employees of the COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of the COUNTY. The CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. The CONTRACTOR further represents to the COUNTY that the CONTRACTOR has no expectation of receiving any benefits incidental to employment.

D-19. SUBCONTRACTING

D-19.1 The CONTRACTOR may utilize the services of specialty subcontracts on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

D-19.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the COUNTY.

D-19.3 The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

D-19.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the COUNTY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

D-19.5 Nothing contained in this contract shall create any contractual relation between any SUBCONTRACTOR and the COUNTY.

D-20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the COUNTY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the COUNTY and others relating to or arising out of this WORK. Any payment shall not release the CONTRACTOR from any obligations under the CONTRACT DOCUMENTS.

D-21. CHANGES IN THE WORK

The COUNTY may, at any time, as the need arises, order changes within the scope of the WORK without invalidating this contract. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by a written change order.

D-22. CHANGES IN CONTRACT PRICE

D-22.1 All changes, which affect the cost or time of the construction of the PROJECT, must be authorized by means of a written change order. The change order will include extra WORK, WORK for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be recorded on a change order as they occur. Each change order must contain complete and detailed justification for all items addressed by the change order. All change orders must be approved in writing by the COUNTY prior to execution of the WORK by the CONTRACTOR.

D-22.2 The value of any WORK covered by a change order or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) A negotiated total price with all costs for materials and labor outlined by the CONTRACTOR plus a mark-up item for overhead and profit limited to a maximum 15 percent of the outlined costs for the CONTRACTOR doing the WORK, and a maximum of an additional 5 percent for the prime CONTRACTOR if the WORK is performed by any SUBCONTRACTOR.

D-23. RESOLUTION OF CONSTRUCTION CLAIMS

D-23.1 Claim means a separate demand by the CONTRACTOR for (a) a time extension, (b) payment of money or damages arising from WORK done by, or on behalf of the CONTRACTOR, pursuant to this contract, payment not otherwise expressly provided this contract, or (c) any separate demand by the CONTRACTOR, the amount of which is disputed by the COUNTY. If this is a "public project" as defined in section 20150.2 of the California Public Contract Code, claims shall be resolved pursuant to sections 20104 *et seq.* of the California Public Contract Code. These sections are summarized as follows:

- (a) For claims less than \$50,000, the COUNTY shall respond in writing to all written claims within forty-five (45) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the COUNTY may have against such claim. The COUNTY'S written response to the claim, as further documented, will be submitted to the CONTRACTOR within fifteen (15) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.

- (b) For claims over \$50,000 and less than or equal to \$375,000, the COUNTY shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to any defenses the COUNTY may have against such claim. The COUNTY'S written response to the claim, as further documented, will be submitted to the CONTRACTOR within thirty (30) days from receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater.
- (c) If the CONTRACTOR disputes the COUNTY'S written response, or the COUNTY fails to respond within the time specified, the CONTRACTOR may notify the COUNTY in writing within either fifteen (15) days of receipt of the COUNTY'S response, or within fifteen (15) days of the COUNTY'S failure to respond within the statutorily prescribed time, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, the COUNTY shall schedule a meeting and confer conference within thirty (30) days for settlement of the dispute.
- (d) Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim pursuant to Government Code Sections 900, et seq. The period of time within to file such a claim shall be defined in Public Contract Code Section 20104.2(e).

D-23.2 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims that have been waived by the making and acceptance of final payment, as provided by paragraph D-24 of this contract, may be decided by arbitration or mediation pursuant to section 20104.4 of the Public Contracts Code.

D-24. CORRECTION OF WORK

D-24.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the COUNTY'S Contract Administrator or the COUNTY for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the COUNTY and shall bear the expense of making good all WORK of other contractors destroyed or damaged by such removal or replacement.

D-24.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of written notice, the COUNTY may remove such WORK and store the materials at the expense of the CONTRACTOR.

END OF ATTACHMENT D