

GENERAL CONTRACTOR-OWNER CONSTRUCTION CONTRACT

THIS GENERAL CONTRACTOR-OWNER CONSTRUCTION CONTRACT
("Contract") is entered into between Potelco, Inc. whose address is 14103 Stewart Road, Sumner, WA 98390 ("Contractor") and The City of Sumas whose address is 433 Cherry Street, Sumas, WA 98295 ("Owner").

WHEREAS, Contractor and Owner wish to enter into a contract for On-Call Electrical Emergency Services. ("Project")

NOW, THEREFORE, in consideration of the mutual promises contained herein, Owner and Contractor agree as follows:

1. Scope of Work and Price. Contractor agrees to perform all of the work described in Exhibit A ("Work") in return for the prices specified in Exhibit B.

2. Contractor's General Responsibility for the Work. Contractor shall perform the Work in accordance with Exhibit A and the drawings and specifications to be issued by Owner attached as Exhibit B. Contractor shall supervise and coordinate all of the Work and shall be responsible for the construction means, methods, and techniques unless Owner specifies in writing a particular means, method, or technique.

3. Materials and Supplies. Contractor will provide all materials and supplies except those that are specifically listed on Exhibit A as Owner furnished materials. All Owner furnished materials and supplies will be made available to Contractor at the location or locations designated by Contractor. Owner shall provide Owner furnished materials at the times needed for the Work as scheduled by Contractor. Contractor shall furnish all labor and equipment to load and off-load all owner furnished materials and supplies. Any surplus Owner furnished materials and supplies shall be returned to Owner at the location designated by Owner. Any freight or charges for hauling the Owner furnished materials to the site designated by Contractor, or to return surplus Owner furnished materials and supplies to the site designated by Owner, shall be paid for by Owner. Except for Owner furnished materials, Contractor shall be liable for all taxes, duties, port dues, withholding taxes, charges, or other taxes, dues or assessments of whatever nature related to the Work.

4. Permits and Licensing. It will be the responsibility of Owner to obtain all government and private approvals, permits, and easements necessary for the Work. Contractor will not contact any governmental agency or private owner with respect to the Work and the permits needed therefor unless authorized and requested to do so by Owner. Contractor will promptly report to Owner any inquiry or contact it receives from any government agency or private individual with respect to the Work or permits therefor. All government and private approvals, permits, and easements necessary for the Work shall be obtained before commencement of the Work. Contractor is responsible to obtain all licenses required by law to perform its obligations under this Contract. In the event that one party fails to secure permits,

government approvals, easements, or the appropriate licensing required to perform its obligations under this Contract, then that party agrees to indemnify the other party or parties for any losses incurred as a result of such failures to obtain the requisite approvals, permits, easements or licenses.

5. Schedule. Contractor shall complete the Work in accordance with the time frame set forth in Exhibit A. The Work shall commence when all permits, engineering drawings, and specifications are issued and shall be prosecuted diligently until complete. Owner may, in accordance with the changes clause below, require Contractor to alter the schedule with respect to the order of completion of particular segments of the Work or the timing thereof; however, Owner shall be responsible for any increased cost related to any such alteration made by Owner. Owner shall be entitled to a reduction in the cost of construction attributable to any schedule changes directed by Owner. The time for completion of the Work shall be equitably extended if reasonably required by any changes, or if Contractor is delayed by any justifiable cause beyond Contractor's control, including, but not limited to: acts or omissions of Owner or others; changes ordered in the Work, including multiple changes issued whose cumulative impact may cause delay; labor disputes; fire; hazardous materials; adverse weather conditions not reasonably anticipated; or differing site conditions. In the event the Work is delayed, Owner and Contractor mutually agree to undertake reasonable steps to mitigate the effect of such delays. Contractor shall be entitled to any increased cost reasonably incurred as a result of delay from a justifiable cause beyond Contractor's control. No extension of time for performance under this Contract shall be unreasonably withheld by any party.

6. Construction Drawings and Specifications. The Work shall be performed by Contractor using the drawings and specifications provided by Owner and any written change orders thereto as provided below. The party who discovers any conflict, error, omission, or discrepancy appearing in the drawings and specifications, or in work done for Owner by others, shall immediately notify the other.

7. Prosecution of the Work. Contractor shall perform the Work diligently and promptly in a workmanlike manner using standard and customary construction techniques, supervision, labor, materials and equipment in the locality and given the nature of the construction operations. Contractor shall have a duly authorized representative at the work site who shall control performance of the Work.

8. Supervision. Each party shall be responsible for the supervision of its own employees, agents, subcontractors, and consultants under this Contract.

9. Payment. Contractor agrees to accept payment for the Work according to the terms set forth in Exhibit A attached hereto. If payment is not made in accordance with the payment schedule set forth in Exhibit A, then Owner shall be in default of its obligations. Payment terms shall be Net 30 Days.

10. Late Payment. Payments due pursuant to Paragraph 9 above shall bear interest from the date payment is due at the rate of one and one-half percent (1.5%) per month or the highest rate allowed under the law, whichever is greater.

11. Contractor Guarantees. Contractor guarantees to Owner that the Work shall comply with the drawings and specifications (and any change orders thereto); and that the Work will be performed in a professional and workmanlike manner in accordance with general industry standards and practice. All Contractor furnished materials shall be new unless the drawings and specifications permit otherwise. Contractor's guarantees set forth in this section shall extend for twelve (12) months from

completion. Contractor shall correct any defects in its Work for a period of twelve (12) months from completion of the Work.

12. Inspection, Testing, and Quality Control. Owner shall make inspections and whatever reasonable tests it deems necessary to ensure that Contractor performs the Work in accordance with the drawings and specifications. Owner shall notify Contractor immediately if the Work does not comply with the drawings and specifications or if the Work is not being performed in a professional and workmanlike manner in accordance with general industry practices and procedures. To facilitate Owner's obligations hereunder, Owner shall have the right at all reasonable times to inspect the Work and all material, supplies, and equipment used in the performance of the Work at the jobsite. If Owner requires Contractor to dismantle or expose completed Work in order to determine whether the Work is defective or fails to comply with the drawings and specifications, Contractor shall be entitled to compensation for extra work involved in dismantling or exposing the finished Work and any reinstallation required if the Work did in fact comply with the drawings and specifications and was not defective. If the Work was defective or did not comply with the drawings and specifications, Contractor shall not be entitled to any extra compensation for dismantling or exposing the finished Work or repairing the defective Work. However, if any materials furnished by Owner are defective, Contractor shall be entitled to compensation for the cost of exposing and replacing the defective materials and any other work necessary to replace the defective materials.

13. Safety. Contractor shall be responsible to perform the Work in a safe manner. The Contractor agrees that in performing the Work it will comply with all applicable federal and state laws and regulations and any local ordinances, orders, or other legal requirements and all rules and regulations applicable to the Work. Contractor shall be responsible for the provision of all necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the Work.

14. Subcontractors. Contractor may employ competent subcontractors to perform the Work. Contractor, however, shall remain liable to Owner for the Work of its subcontractors except to the extent that Owner orders the subcontractor directly to perform work on Owner's behalf.

15. Cleanup. Contractor shall, at all times, keep its Work in a safe condition. From time to time, Contractor shall remove from the right-of-way and the vicinity surrounding it, and properly dispose of, all debris and rubbish caused by Contractor. Upon completion of the Work, Contractor shall promptly return the right-of-way to the same or similar condition as existed before construction.

16. Changes. Without invalidating this contract, Owner may make changes in the Work. All changes shall be made in writing. Contractor shall notify Owner, within a reasonable time after receiving a written change order, of the increase or decrease in the price for the Work and of any change in the schedule because of the change in the Work. If unit prices are applicable to the change, then the pricing of the changes shall be in accordance with the unit prices. If applicable, Contractor and Owner shall also agree on a reasonable time extension that should accompany the change order. Contractor shall not perform any changed work for which the parties have not previously agreed on a price and the time for performance.

17. Differing Site Conditions. If the conditions under which the Work is to be performed are materially different than those indicated in the drawings and specifications or if the conditions are unusual or unknown and are materially different from the conditions ordinarily encountered and

generally recognized as inherent in the Work and locale, then Contractor shall give prompt notice to Owner and an equitable adjustment to the contract price and timetable/deadline shall be made in accordance with the Changes clause above.

18. Suspension. If Owner suspends the Work under this Contract for any reason other than a breach of Contractor's duties under this Contract, then Contractor shall immediately suspend, delay, and interrupt that portion of the Work as ordered by Owner in writing. The writing shall set forth the reason for the suspension. The Contract price and Contract time shall be equitably adjusted for the cost and delay resulting from any such suspension, including any increases in the cost of materials, equipment, construction equipment, labor and a reasonable overhead and profit on such increase. If the Work is suspended because of a breach by the Contractor of any obligations under this Contract, then the Contractor shall not be entitled to any adjustment in the Contract price or Contract time.

19. Notice to Cure. If the Contractor does not comply with its obligation under this Contract, Owner shall provide Contractor written notification that Contractor must commence the correction of the deficiency within seven (7) working days after the written notice is received. If Contractor fails or refuses to correct the deficiency, then Owner may terminate this Contract. If Owner refuses or fails to supply Owner furnished materials, drawings and specifications or sufficient instructions for the completion of the Work or otherwise fails to honor its obligations under this Contract, Contractor may terminate this Contract after the same notice and opportunity to cure is given to Owner.

20. Termination. If either Contractor or Owner terminates this Contract for the reasons stated in Paragraph 19, then the party who has failed to comply with its obligations under the Contract shall pay the non-breaching party all damages proximately caused by the breach, subject to the limitations set forth in the following paragraph.

21. Limitation of Damages. Contractor and Owner mutually waive all claims against each other for all consequential and incidental damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to:

a. damage incurred by Contractor for losses of financing, business and reputation, and for loss of profit other than anticipated profits arising directly from the Work; and

b. damages incurred by Owner for rental expenses, loss of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity, or the services of such persons.

22. Disputes. All disputes arising out of the Contract, or the making thereof, or the Work, shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

23. No Discrimination. Neither Contractor nor Owner shall discriminate in the hiring, referral, discharge, employment conditions, or otherwise in regard to employment on the basis of race, color, national origin, sex, age, religion, disability, veteran status, or any other consideration made unlawful by federal, state, or local laws.

24. General Indemnity. Contractor shall defend, indemnify, and hold harmless Owner from and against any and all claims, proceedings, losses, demands, actions, or any other expense related to the Work that are caused by the fault or breach of contract of Contractor. Owner shall defend, indemnify, and hold harmless Contractor from and against any and all claims, proceedings, losses, demands, actions, or any other expense related to the Work that are caused by the fault or breach of contract of Owner. Any indemnity shall be fault based, neither indemnitor shall be liable to any indemnitee for a portion of indemnitee's fault or negligence. Other than with regard to third party claims indemnified hereunder by a party, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of either party under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance a party is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) two million (\$2,000,000) dollars for uninsured matters.

25. Indemnification for Confidential Information/Intellectual Property. Each party shall defend, indemnify and hold the other harmless from and against all claims, demands and causes of action brought by third parties alleging or establishing that (i) the third party owns information, ideas, concepts one party provided to the other; or (ii) the information provided by one party infringes upon the intellectual property rights of a third party.

26. Insurance Coverage. Contractor shall maintain insurance of the types and in the amounts set forth in Exhibit C attached hereto.

27. Governing Law. This Contract shall be governed by the laws of the State of Washington, without giving effect to its law regarding conflicts of law or choice of law.

28. Interpretation of this Contract. The parties agree that there shall be no presumption that the terms of this Contract shall be construed more favorably to one party over another for any reason.

29. Severability. If any one or more provisions of this Contract shall be declared invalid or void, it shall not affect the validity or effect of any other provision of this Contract.

30. Non-Waiver of Performance. The failure of either party to insist on the strict and literal performance of any of the terms, conditions, or promises of this Contract shall not be construed as a waiver or relinquishment of any right to insist on strict performance at a future date.

31. Rights and Remedies. The parties' rights and remedies with respect to this Contract, whether sounding in contract, tort, or warranty, shall be those that are set forth in this Contract and any other remedies afforded by common or statutory law, as limited by this Contract.

32. No Third Party Rights Created. The parties agree that this Contract is for the exclusive benefit of the parties hereto and is not for the benefit of any third party. No third party shall be entitled to rely upon or enforce the terms or conditions of this Contract. No third party is intended to be a beneficiary of any right or obligation of this Contract unless expressly stated in this Contract.

33. Notices. Any notices required or permitted under this Contract shall be made to the parties at the addresses listed on the first page of this Contract. Notice shall be deemed received three (3) business days after posting unless proven otherwise.

34. Prevailing Wages. Prevailing wage requirements of the State of Washington, Chapter 39.12 RCW, are applicable to this project. Contractor acknowledges by signing this agreement the intent to comply with the prevailing wage requirements and pay prevailing wage wages in effect at the time of the bid opening. Prevailing wage rates are available on the Washington State Labor and Industries website.

35. Entire Contract. This Contract and the documents attached hereto as exhibits contain all of the terms and conditions agreed upon by the parties. There are no collateral agreements between the parties, and the written terms of this Contract constitute the entire and integrated agreement between the parties. Except as provided in Paragraph 16 of this Contract, no modification or change to the terms of this Contract shall be binding unless it is reduced to writing and executed by an authorized representative of each party.

Potelco, Inc.

Dated: _____

By: _____

Printed Name: _____

Title: _____

Address: 14103 Stewart Road
Sumner, WA 98390

City of Sumas

Dated: _____

By: _____

Printed Name: _____

Title: _____

Address: 433 Cherry Street
Sumas, WA 98295

EXHIBIT A

SCOPE OF WORK and PAYMENT TERMS

Contractor shall provide such labor, equipment, tools, materials, and other resources required for or related to the repair or rebuild of Owners electric distribution lines and related distribution facilities damaged due to storm or other emergency conditions.

For satisfactory performance of the work, Contractor shall be paid in accordance with the Schedule of Labor & Equipment rates attached as Exhibit "B". Contractor shall determine the crew size, make-up and equipment necessary to perform the repair or rebuild service. Contractor shall furnish one person to act as General Foreman. This person will direct the crew to its assigned work area, assist the crew foreman in taking clearances, have radio or cell phone capability and will record the start & stop times of the crew.

Owner shall provide Contractor with a written purchase order directing contractor to perform services under this agreement for each time contractor is summoned to perform repairs.

Contractor's obligations under this agreement shall not in any way limit any other obligation of contractor. Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the work.

Owner shall provide contractor with contact information for system operations and or clearance requests/requirements, circuit maps of the system for reference if available and any applicable design with construction standards for the work being performed.

All call-outs are subject to a two-hour minimum charge based on the time of the call i.e. during established working hours would be straight time.

Materials purchased by the Contractor will be subject to a 15% mark-up fee.

Billing rates will be adjusted annually on February 1st to compensate for Collective Bargaining Agreement rate increases, inflation and rising fuel costs.

EXHIBIT B

PRICING

See attached Exhibit B-1, Potelco 2023-24 Labor & Equipment Billing Rates

All rates during a declared storm event shall be charged as double-time

Billing hours shall be charged from portal to portal

Normal working hours are as follows

7:00AM to 3:30PM (5-8 schedule)

7:00AM to 5:30PM (4-10 schedule)

Rates are valid until January 31, 2024 at which time they shall be adjusted 3.5% to 5% to compensate Contractor for Union Local 77 annual rate increase.

Additional specialty labor and/or equipment rates not identified in Exhibit-B2 will be added to the list with Owner approval.

2023 Rates

STRAIGHT TIME	BASE	Taxable	7.65%	0.60%	1.88%	\$0.88	Contract rate		0.75%	3.00%	1.50%	0.25%	HRA	\$ 0.01	LABOR	Potelco	2023
	WAGE	Wage	FICA	FUTA	SUTA	L&I	PENSION	LINECO*	NECA	NEBF	JATC	AMF		NLMCC	\$	Overheads	
General Foreman	\$ 72.65	\$ 72.65	\$ 5.56	\$ 0.44	\$ 1.37	\$ 0.88	\$ 14.15	\$ 7.00	\$ 0.54	\$ 2.18	\$ 1.09	\$ 0.18	\$ 1.00	\$ 0.01	\$ 107.05	\$ 44.54	\$ 151.59
Foreman	\$ 69.62	\$ 69.62	\$ 5.33	\$ 0.42	\$ 1.31	\$ 0.88	\$ 14.15	\$ 7.00	\$ 0.52	\$ 2.09	\$ 1.04	\$ 0.17	\$ 1.00	\$ 0.01	\$ 103.54	\$ 57.77	\$ 161.31
Lineman	\$ 60.54	\$ 60.54	\$ 4.63	\$ 0.36	\$ 1.14	\$ 0.88	\$ 14.15	\$ 7.00	\$ 0.45	\$ 1.82	\$ 0.91	\$ 0.15	\$ 1.00	\$ 0.01	\$ 93.04	\$ 54.64	\$ 147.68
Line Equipment Operator	\$ 52.06	\$ 52.06	\$ 3.98	\$ 0.31	\$ 0.98	\$ 0.88	\$ 10.95	\$ 7.00	\$ 0.39	\$ 1.56	\$ 0.78	\$ 0.13	\$ 1.00	\$ 0.01	\$ 80.04	\$ 50.88	\$ 130.92
Heavy Equipment Operator	\$ 60.54	\$ 60.54	\$ 4.63	\$ 0.36	\$ 1.14	\$ 0.88	\$ 14.15	\$ 7.00	\$ 0.45	\$ 1.82	\$ 0.91	\$ 0.15	\$ 1.00	\$ 0.01	\$ 93.04	\$ 54.64	\$ 147.68
Apprentice 1	\$ 36.32	\$ 36.32	\$ 2.78	\$ 0.22	\$ 0.68	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.27	\$ 1.09	\$ 0.54	\$ 0.09	\$ 0.90	\$ 0.01	\$ 58.49	\$ 44.59	\$ 103.07
Apprentice 2	\$ 38.14	\$ 38.14	\$ 2.92	\$ 0.23	\$ 0.72	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.29	\$ 1.14	\$ 0.57	\$ 0.10	\$ 0.90	\$ 0.01	\$ 60.59	\$ 45.21	\$ 105.81
Apprentice 3	\$ 40.56	\$ 40.56	\$ 3.10	\$ 0.24	\$ 0.76	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.30	\$ 1.22	\$ 0.61	\$ 0.10	\$ 0.90	\$ 0.01	\$ 63.39	\$ 46.05	\$ 109.44
Apprentice 4	\$ 43.59	\$ 43.59	\$ 3.33	\$ 0.26	\$ 0.82	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.33	\$ 1.31	\$ 0.65	\$ 0.11	\$ 0.90	\$ 0.01	\$ 66.89	\$ 47.09	\$ 113.98
Apprentice 5	\$ 47.22	\$ 47.22	\$ 3.61	\$ 0.28	\$ 0.89	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.35	\$ 1.42	\$ 0.71	\$ 0.12	\$ 0.90	\$ 0.01	\$ 71.09	\$ 48.34	\$ 119.43
Apprentice 6	\$ 52.06	\$ 52.06	\$ 3.98	\$ 0.31	\$ 0.98	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.39	\$ 1.56	\$ 0.78	\$ 0.13	\$ 0.90	\$ 0.01	\$ 76.69	\$ 50.01	\$ 126.69
Apprentice 7	\$ 54.49	\$ 54.49	\$ 4.17	\$ 0.33	\$ 1.02	\$ 0.88	\$ 7.70	\$ 7.00	\$ 0.41	\$ 1.63	\$ 0.82	\$ 0.14	\$ 0.90	\$ 0.01	\$ 79.50	\$ 50.84	\$ 130.34
Groundman 2081+ Hrs	\$ 37.53	\$ 37.53	\$ 2.87	\$ 0.23	\$ 0.71	\$ 0.88	\$ 8.15	\$ 7.00	\$ 0.28	\$ 1.13	\$ 0.56	\$ 0.09	\$ 0.90	\$ 0.01	\$ 60.34	\$ 45.12	\$ 105.46

Double Time	BASE	Taxable	7.65%	0.60%	1.88%	\$0.88	Contract rate		0.75%	3.00%	1.500%	0.25%	HRA	\$ 0.01	LABOR	Potelco	2023
	WAGE	Wage	FICA	FUTA	SUTA	L&I	PENSION	LINECO*	NECA	NEBF	JATC	AMF		NLMCC	\$	Overheads	
General Foreman	\$72.65	145.30	11.12	0.87	2.73	\$0.88	\$14.15	\$7.00	1.09	4.36	2.18	0.36	1.00	0.01	191.05	54.66	\$ 245.71
Foreman	\$69.62	139.24	10.65	0.84	2.62	\$0.88	\$14.15	\$7.00	1.04	4.18	2.09	0.35	1.00	0.01	184.04	67.38	\$ 251.42
Lineman	\$60.54	121.08	9.26	0.73	2.28	\$0.88	\$14.15	\$7.00	0.91	3.63	1.82	0.30	1.00	0.01	163.04	62.76	\$ 225.80
Line Equipment Operator	\$52.06	104.12	7.97	0.62	1.96	\$0.88	\$10.95	\$7.00	0.78	3.12	1.56	0.26	1.00	0.01	140.23	57.60	\$ 197.84
Heavy Equipment Operator	\$60.54	121.08	9.26	0.73	2.28	\$0.88	\$14.15	\$7.00	0.91	3.63	1.82	0.30	1.00	0.01	163.04	62.76	\$ 225.80
Apprentice 1	\$36.32	72.64	5.56	0.44	1.37	\$0.88	\$7.70	\$7.00	0.54	2.18	1.09	0.18	0.90	0.01	100.48	48.71	\$ 149.20
Apprentice 2	\$38.14	76.28	5.84	0.46	1.43	\$0.88	\$7.70	\$7.00	0.57	2.29	1.14	0.19	0.90	0.01	104.69	49.64	\$ 154.33
Apprentice 3	\$40.56	81.12	6.21	0.49	1.53	\$0.88	\$7.70	\$7.00	0.61	2.43	1.22	0.20	0.90	0.01	110.29	50.87	\$ 161.16
Apprentice 4	\$43.59	87.18	6.67	0.52	1.64	\$0.88	\$7.70	\$7.00	0.65	2.62	1.31	0.22	0.90	0.01	117.30	52.41	\$ 169.71
Apprentice 5	\$47.22	94.44	7.22	0.57	1.78	\$0.88	\$7.70	\$7.00	0.71	2.83	1.42	0.24	0.90	0.01	125.69	54.26	\$ 179.95
Apprentice 6	\$52.06	104.12	7.97	0.62	1.96	\$0.88	\$7.70	\$7.00	0.78	3.12	1.56	0.26	0.90	0.01	136.88	56.73	\$ 193.61
Apprentice 7	\$54.49	108.98	8.34	0.65	2.05	\$0.88	\$7.70	\$7.00	0.82	3.27	1.63	0.27	0.90	0.01	142.50	57.96	\$ 200.47
Groundman 2081+	\$37.53	75.06	5.74	0.45	1.41	\$0.88	\$8.15	\$7.00	0.56	2.25	1.13	0.19	0.90	0.01	103.73	49.45	\$ 153.18

	Equipment	Rates
1	01 Pickups and Explorers	14.16
2	02 Rangers & S-10 Pickups	14.16
3	04 1 Ton Flatbed, 1 Ton Mech Truck, F350, 450 SD	20.14
4	05 3 YD Dump Truck	25.6
5	06 1-3 Ton w/ Winch, Cable Winder	29.51
6	09 2 Ton Fitting Trucks	35.4
7	10 2 Ton Dump Trucks	29.51
8	10 2 Ton Trucks	25.97
9	11 Ramp Trucks	23.59
10	12 5 Yard Dump Trucks	29.5
11	13 10 Yard Dump Trucks	53.1
12	15 2 Ton Fitting Trucks	36.57
13	20 Squirt Boom Trucks	25.44
14	21 48-52 Ft Bucket Trucks	33.04
15	22 53-65 Ft Bucket Trucks	43.33
16	23 66-85 Ft Bucket Trucks	82.62
17	24 86-95 Ft Bucket Trucks	94.42
18	25 96 Ft and up Bucket Truck	106.21
19	27 85 Ft Off-Road Bucket Truck	261.96
20	29 Rodder	70.81
21	30 Knuckle Boom Trucks	29.51
22	30 12 Ton Truck Crane	44.84
23	30 Pico & Telsta Bucket Trucks	29.51
24	31 14 Ton Off Road Crane	59.01
25	32 18 Ton Off Road Crane	94.42
26	33 23 Ton Truck Crane	88.51
27	33 28 Ton Truck Crane	112.12
28	36 Line Trucks	33.97
29	37 Line Truck General	94.4
30	38 Robotic Arm Assembly 7162, 8180, 9201	39.83
31	41 Vactor Truck	107.28
32	43 Vacuum Trailer	41.3
33	44 Vactor Truck	103.85
34	49 75' Off-Road Digger Derrick	246.79
35	50 3 or 4 Reel Trailers / Tensioners	29.51
36	50 Single Drum Pullers	29.51
37	51 3 or 4 Drum Pullers	41.3
38	54 Ditchwitch Asphalt Grinder	59.01
39	55 Backhoes	28.32
40	56 Excavator / Trackhoe 190 to 300	59.01
41	56 Mini Trackhoe, PC Mine Excavator, bobcats	28.32
42	57 Cat 450/550 Crawler	76.7
43	57 Loaders	70.81

44	57 Standard Plow TD15 or D6	76.7
45	58 Heavy Plow D7 to D8	141.61
46	59 Excavator (Trackhoe) 190 to 300	59.01
47	59 Highway Digger (Texoma)	59.01
48	62 Boring Machine	354.04
49	70 Lowboy Trailers / Tractors	59.01
50	75 Asphalt Machine	29.51
51	81 Arrow Board	11.8
52	81 Reader Boards	11.8
53	82 Line Tamer (poly pipe)	36.58
54	85 Sweeper	25.97
55	90 Utility Trailers	7.08
56	91 Flatbed Trailers	11.8
57	92 Flatbed Trailers	12.19
58	92 Single Reel Trailers / Tensioners	11.8
59	93 Backhoe Trailer	7.08
60	94 Backhoe Trailers	7.08
61	94 Spool Trailers	7.08
62	95 Pole Trailers	25.97
63	96 Pup Trailers	16.52
64	97 Air Compressor / Tools	18.88
65	99 Snow Cat	51.78
66	Compactor	9.45
67	90 or 92 Extension Cord Trailer (Safety Watch not included)	6.76
68	27 Off Road Tracked Bucket Truck (Distribution)	220.35
69	48 55' Off Road Tracked Digger/Derrcik (Distribution)	207.65
70	21 or 90 Backyard Machine with Trailer	24.72
71	Plates over 8x12 Daily	56.32
72	Plates over 8x12 Weekly	140.8
73	Plates over 8x12 Monthly	303.24
74	Generator	7.08
75	Hole Hog	18.88
76	Hydraulic Fusion up to 6 inches	28.32
77	Mats (per day/per mat)	16.82
78	Water Pump	7.08

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall obtain, maintain, and pay for the following types and limits of insurance.

A. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. Auto/CGL/WC/Umb insurance shall be written by carrier with a financial Performance rating of A+ and a Financial Size Category of VII (A+VII) or better in accordance with the current Best Key Rating Guide®, Property Casualty, United States.
2. Owner shall be listed as Additional Insured on above policies, except WC, but only as respects liability arising out of contractor's work.

B. COMMERCIAL GENERAL LIABILITY (CGL)

1. Limits required:
\$2,000,000 for Premise Operations General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 coverage per occurrence for Premises Operations Liability
\$1,000,000 coverage per occurrence for Products & Completed Operations
\$1,000,000 for Personal & Advertising Injury
2. Policy must include coverage for Explosion, Collapse & Underground (XCU), Products & Completed Operations, Contractual Liability & Broad Form Property Damage.

C. AUTOMOBILE LIABILITY (Auto)

1. Limits required:
Combined Single Limit of \$1,000,000 Bodily Injury/Property Damage
OR
\$1,000,000 Bodily Injury – Per Person
\$1,000,000 Bodily Injury – Per Accident
\$1,000,000 Property Damage
2. Auto Liability shall cover all owned, leased, hired and non-owned vehicles, and trailers

D. WORKERS' COMPENSATION/EMPLOYERS LIABILITY (WC)

1. Workers' Compensation – Statutory Benefits applicable to Contractors Employees.
2. Employer's Liability limits of:
 - \$1,00,000 Each Accident for Bodily Injury by Accident
 - \$1,00,000 for Bodily Injury by Disease and Policy Limit and
 - \$1,00,000 Bodily Injury by Disease – Each Employee

F. UMBRELLA LIABILITY (Umb)

1. Limits required:
 - \$1,000,000 Any One Occurrence/Aggregate.

G. PROPERTY

Contractor and Owner are solely responsible for any loss or damage to their own Real & Personal Property, including tools and equipment, whether such property is located at a site or in transit. If Contractor or Owner have insurance covering "Real and Personal" property then all other parties are to be granted a waiver of subrogation as regards any loss paid by insurance carrier.