

CITY OF CORONA
Department of Water and Power
WRF3 Sewer Lift Station
CONTRACT CHANGE ORDER NO. 2

PROJECT DESCRIPTION: Construct a sewer lift station.

PROJECT NO: NIB 21-012CA, 2018-11

PURCHASE ORDER NO: P21893

CONTRACTOR: Pacific HydroTech Corporation

JL NO: 69880572

DESCRIPTION OF CHANGES AND/OR EXTRA WORK: Extra work to install lift station shoring resulting from unknown groundwater conditions.

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

| ITEM | DESCRIPTION | U/M | QUANTITY | UNIT PRICE | TOTAL |
|---|---|-----|----------|--------------|--------------|
| 5 | Install soldier beam and steel plate shoring system in unexpected groundwater conditions. | LS | 1.00 | \$130,394.49 | \$130,394.49 |
| | | | | | |
| | | | | | |
| TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER: | | | | | \$130,394.49 |

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION:

A time extension of 84 working days to complete the project is granted. The time extension of 45 days granted in CCO#1 corrected an administrative error in the purchase order and did not affect the original completion date. See details below.

| | |
|--------|--|
| Item 5 | The exploratory work performed by NMG Geotechnical, Inc. in May 2017 for the geotechnical study and report included two borings to 27 feet below ground surface (BGS). No groundwater was observed in either boring. The geotechnical report was provided as an appendix to the bid documents and a reference for contractors bidding the job. The shoring sub-contractor began drilling the first soldier pile for the shoring system on 2/22/2021 and encountered groundwater on 2/24/2021. The remaining work encountered groundwater consistently at 21 ft BGS. The shoring system design prepared by the shoring sub-contractor includes installation of 22 soldier piles to approximately 37 feet below ground and steel plates and lagging between the piles to approximately 27-30 feet below ground. The productivity impact caused by the unknown groundwater conditions has been estimated at 4.5 hours per soldier pile plus additional equipment and materials costs based on daily inspection records and cost information provided by the contractor. The contract change order for \$130,394.49 includes all extra work of any nature associated with installation of the shoring system. The contractor has requested 84 noncompensable additional working days on the contract. |
| | |
| | |

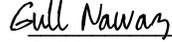
CONTRACT VARIANCE SUMMARY

| CCO # | Amount | % | Time Working Days | Date Approved |
|---------------------------|--------------|---------------------------|---|--|
| 1 | \$9,359.75 | 0.18% | 45 | 5/5/2021 |
| 2 | \$130,394.49 | 2.50% | 84 | 6/9/2021 |
| Total | \$139,754.24 | 2.68% | 84 | Number of days impacting the schedule. |
| Original Contract Amount: | | \$5,208,096.00 | Revised Contract Amount: \$5,347,850.24 | |
| Date Started: 01/4/2021 | | Original Completion Date: | 2/8/2022 | Revised Completion Date: 6/8/2022 |

AUTHORIZATION BY CITY:

Recommended for approval by:

 _____ Date: 6/10/2021
Steve Patterson
Consultant Construction Manager

 _____ Date: 6/10/2021
Gull Nawaz
Project Manager

Approved by:

 _____ Date: 6/10/2021
Vernon R. Weisman, P.E.
District Engineer

 _____ Date: 6/14/2021
Savat Khamphou
Acting Public Works Director & City Engineer

 _____ Date: 6/14/2021
Tom Moody
DWP General Manager

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: Greg Chehey Title: Project Manager
(Please print name and title)

Signature:  _____ Date: 6/10/2021



PACIFIC HYDROTECH CORPORATION
314 E. 3RD ST, PERRIS, CA 92570
(951) 943-8803 FAX (951) 943-1093

June 9, 2021

City of Corona
755 Public Safety Way
Corona, CA 92880

Attn: Vernon Weisman

Reference: WRF-3 Lift Station Project
Project No. 2018-11

Subject: Proposal for Changed Conditions - FINAL

The following is our revised proposal for the subject changed conditions. This proposal reflects our agreement with the City’s letter dated June 7, 2021, accepting a total extra work cost of \$130,394.49 as shown in the City’s attached cost adjustment work sheet. PHC has corrected and attached our backup worksheet to reflect the agreed changes:

TOTAL Extra Work as Agreed \$130,394.49

PHC is also requesting that this change order include a non-compensable time extension to the contract completion date of 84 working Days to the new proposed contract completion date of June 3, 2022. Reference attached proposed schedule update to include impacts for Unforeseen Conditions, Groundwater and Underground Utility Relocation for added reference.

Respectfully,
PACIFIC HYDROTECH CORPORATION

Greg Chehey
Project Manager

Att: PHC Extra Work Cost Breakdown Worksheets (Revised to reflect City’s requested changes)
PHC Schedule Update 003 (May 2021)

COST PROPOSAL
(Changed Condition)

McMahon Changed Condition
(FINAL)

Printed: 6/8/2021

McMahon Extra Cost Breakdown

McMahon Additional Work due to Changed Conditions

| McMahon Labor Charges | | | | | |
|-----------------------|----|----------|--------|----------|-----------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Operator | 4.5 | \$ 91.38 | \$ 411.21 |
| 1 | EA | Laborer | 4.5 | \$ 67.07 | \$ 301.82 |

Subtotal Labor Per Hole \$ 713.03
 x 16 Holes \$ 15,686.55
 McMahon MU 15% \$ 2,352.98
Total \$ 18,039.53

| McMahon Equipment Charges | | | | | |
|---------------------------|----|--------------|--------|-----------|-------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Drill Rig | 4.5 | \$ 352.25 | \$ 1,585.13 |
| 1 | EA | ABI Mobilram | 4.5 | \$ 463.58 | \$ 2,086.11 |
| 1 | EA | RT Crane | 4.5 | \$ 97.66 | \$ 439.47 |

Equipment Subtotal \$ 4,110.71
 x 16 Holes \$ 65,771.36
 McMahon MU 15% \$ 9,865.70
Total \$ 75,637.06

| McMahon Equipment Charges | | | | | |
|---------------------------|----|---------------|--------|-----------|-------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Drill Rig | 4.5 | \$ 352.25 | \$ 1,585.13 |
| 1 | EA | Hyimdio 290LC | 4.5 | \$ 112.69 | \$ 507.11 |
| 1 | EA | RT Crane | 4.5 | \$ 97.66 | \$ 439.47 |

Equipment Subtotal \$ 2,531.71
 x 6 Holes \$ 15,190.26
 McMahon MU 15% \$ 2,278.54
Total \$ 17,468.80

| McMahon MISC Charges | | | | | |
|----------------------|----|-----------------|--------|----------|-----------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Service Truck | 4.5 | \$ 31.00 | \$ 139.50 |
| 2 | EA | 31" Temp Casing | 4.5 | \$ 2.34 | \$ 21.06 |
| 3 | EA | 30" Core Barrel | 4.5 | \$ 1.80 | \$ 24.30 |
| 1 | EA | Rock Auger | 4.5 | \$ 2.94 | \$ 13.23 |
| 13 | EA | Rock Teeth | 1 | \$ 7.65 | \$ 99.45 |
| 1 | EA | Casing Adapter | 4.5 | \$ 2.64 | \$ 11.88 |

MISC Subtotal \$ 309.42
 x 22 Holes \$ 6,807.24
 McMahon MU 15% \$ 1,021.09
Total \$ 7,828.33

COST PROPOSAL
(Changed Condition)

McMahon Changed Condition
(FINAL)

Printed: 6/8/2021

| McMahon Tooling Repair Charges | | | | |
|--------------------------------|------|-----------------|------------|------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA | Welder | 4 \$ 70.43 | \$ 281.72 |
| 1 | EA | Welding Truck | 4 \$ 31.00 | \$ 124.00 |
| 1 | EA | Welding Machine | 4 \$ 11.85 | \$ 47.40 |
| 1 | EA | Welding Outfit | 4 \$ 0.29 | \$ 1.16 |
| Tooling Repair Subtotal | | | | \$ 454.28 |
| McMahon MU 15% | | | | \$ 68.14 |
| Total | | | | \$ 522.42 |

| McMahon Shoring Design Engineering Charges | | | | |
|--|------|------------------|--------|-------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA | Shoring Redesign | 1 2940 | \$ 2,940.00 |
| McMahon Consultant Charges | | | | |
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA | Consultant | 1 0 | \$ - |

| | |
|---------------------------------------|----------------------|
| Subtotal | \$ 122,436.14 |
| 5.0% PHC Markup | \$ 6,121.81 |
| 1.5% Bonds/Ins. | \$ 1,836.54 |
| Total Extra for Drilling Holes | \$ 130,394.49 |

| WRF 3 LS Project | | | | | PHC Job No.: C2024 | | | | | WRF 3 LS - Schedule Update | | | | | | | | | | | | Printed: 09-Jun-21 | | | | | |
|--|--|------------|-----------|----------|--------------------|-------------|------------|-------------|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------------------------------------|-----|-----|-----|-----|-----|
| Activity ID | Activity Name | Orig. Dur. | Rem. Dur. | % Compl. | Start | Finish | Free Float | Total Float | Expected Finish | 2021 | | | | | | | | | | | | 2022 | | | | | |
| | | | | | | | | | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar |
| IMPACT 003 - Pipe Alignment Changes | | | | | | | | | | 21-Jun-21, IMPACT 003 - Pipe Alignment Changes | | | | | | | | | | | | | | | | | |
| IMPACT03-1 | PHC Prepare and Submit Prelim Pothole Report | 3 | 0 | 100% | 10-Mar-21 | 15-Mar-21 A | | | | ■ PHC Prepare and Submit Prelim Pothole Report | | | | | | | | | | | | | | | | | |
| IMPACT03-2 | City Review and Provide Alt Pipeline Alignment | 10 | 0 | 100% | 16-Mar-21 | 24-Mar-21 A | | | | ■ City Review and Provide Alt Pipeline Alignment | | | | | | | | | | | | | | | | | |
| IMPACT03-3 | PHC Survey and Evaluate Alt Alignment | 10 | 0 | 100% | 25-Mar-21 | 06-Apr-21 A | | | | ■ PHC Survey and Evaluate Alt Alignment | | | | | | | | | | | | | | | | | |
| IMPACT03-4 | Addl Pothole Required at WAS Line | 10 | 0 | 100% | 07-Apr-21 A | 16-Apr-21 A | | | | ■ Addl Pothole Required at WAS Line | | | | | | | | | | | | | | | | | |
| IMPACT03-5 | RFI 10 regarding WAS line conflict | 1 | 0 | 100% | 19-Apr-21 A | 19-Apr-21 A | | | | ■ RFI 10 regarding WAS line conflict | | | | | | | | | | | | | | | | | |
| IMPACT03-6 | Further Investigation of WAS & Electrical | 5 | 0 | 100% | 20-Apr-21 A | 26-Apr-21 A | | | | ■ Further Investigation of WAS & Electrical | | | | | | | | | | | | | | | | | |
| IMPACT03-7 | RFI 10.1 to Finalize Alt Alignment | 1 | 0 | 100% | 27-Apr-21 A | 27-Apr-21 A | | | | ■ RFI 10.1 to Finalize Alt Alignment | | | | | | | | | | | | | | | | | |
| IMPACT03-8 | City Review/Respond to RFI 10.1 | 10 | 0 | 100% | 28-Apr-21 A | 12-May-21 A | | | | ■ City Review/Respond to RFI 10.1 | | | | | | | | | | | | | | | | | |
| IMPACT03-9 | PHC Prep/Fwd COR 005 for Addl Potholing | 5 | 0 | 100% | 13-May-21 | 20-May-21 A | | | | ■ PHC Prep/Fwd COR 005 for Addl Potholing | | | | | | | | | | | | | | | | | |
| IMPACT03-10 | PHC Develop Cost Proposal to Relocate WAS | 10 | 0 | 100% | 21-May-21 | 03-Jun-21 A | | | | ■ PHC Develop Cost Proposal to Relocate WAS | | | | | | | | | | | | | | | | | |
| IMPACT03-11 | City Review Cost Proposal COR 006 | 5 | 5 | 0% | 04-Jun-21 A | 10-Jun-21 | 0 | 87 | | ■ City Review Cost Proposal COR 006 | | | | | | | | | | | | | | | | | |
| IMPACT03-12 | Execute Change Order | 2 | 2 | 0% | 11-Jun-21 | 14-Jun-21 | 0 | 87 | | ■ Execute Change Order | | | | | | | | | | | | | | | | | |
| IMPACT03-13 | Perform WAS and Electrical Relocation | 5 | 5 | 0% | 15-Jun-21 | 21-Jun-21 | 0 | 87 | | ■ Perform WAS and Electrical Relocation | | | | | | | | | | | | | | | | | |
| Onsite Construction | | | | | | | | | | 09-Dec-20, 03-Jun-22 | | | | | | | | | | | | 03 | | | | | |
| Mobilize | | | | | | | | | | 09-Dec-20, 09-Mar-21 A | | | | | | | | | | | | | | | | | |
| MOBIL1000 | USA Dig Alert | 20 | 0 | 100% | 09-Dec-20 | 28-Dec-20 A | | | | ■ USA Dig Alert | | | | | | | | | | | | | | | | | |
| MOBIL1010 | Preconstruction Video | 1 | 0 | 100% | 08-Jan-21 A | 08-Jan-21 A | | | | ■ Preconstruction Video | | | | | | | | | | | | | | | | | |
| MOBIL1050 | Setup Temp Facilities | 1 | 0 | 100% | 08-Feb-21 | 09-Feb-21 A | | | | ■ Setup Temp Facilities | | | | | | | | | | | | | | | | | |
| MOBIL1020 | Mobilize | 1 | 0 | 100% | 17-Feb-21 | 17-Feb-21 A | | | | ■ Mobilize | | | | | | | | | | | | | | | | | |
| MOBIL1040 | Implement SWPP/BMP | 2 | 0 | 100% | 18-Feb-21 | 19-Feb-21 A | | | | ■ Implement SWPP/BMP | | | | | | | | | | | | | | | | | |
| MOBIL1030 | Pothole UG Utilities | 10 | 0 | 100% | 08-Mar-21 | 09-Mar-21 A | | | | ■ Pothole UG Utilities | | | | | | | | | | | | | | | | | |
| Demo | | | | | | | | | | 17-Feb-21, 23-Feb-21 A | | | | | | | | | | | | | | | | | |
| DEMO1010 | Remove Ex. AC Paving | 2 | 0 | 100% | 17-Feb-21 | 17-Feb-21 A | | | | ■ Remove Ex. AC Paving | | | | | | | | | | | | | | | | | |
| DEMO1000 | Remove & Store Ex. Rip Rap | 2 | 0 | 100% | 18-Feb-21 | 19-Feb-21 A | | | | ■ Remove & Store Ex. Rip Rap | | | | | | | | | | | | | | | | | |
| DEMO1030 | Remove Ex. Fence | 1 | 0 | 100% | 18-Feb-21 | 19-Feb-21 A | | | | ■ Remove Ex. Fence | | | | | | | | | | | | | | | | | |
| DEMO1020 | Remove Ex. Concrete Ramp | 1 | 0 | 100% | 22-Feb-21 | 23-Feb-21 A | | | | ■ Remove Ex. Concrete Ramp | | | | | | | | | | | | | | | | | |
| Civil Construction | | | | | | | | | | 01-Mar-21, 11-Apr-22 | | | | | | | | | | | | 11-Apr-22, Civil Co | | | | | |
| CIVIL1110 | Excavate Retaining Wall Footing | 2 | 0 | 100% | 01-Mar-21 | 05-Mar-21 A | | | | ■ Excavate Retaining Wall Footing | | | | | | | | | | | | | | | | | |
| CIVIL1120 | Prepare Retaining Wall Footing Subgrade | 1 | 0 | 100% | 08-Mar-21 | 12-Mar-21 A | | | | ■ Prepare Retaining Wall Footing Subgrade | | | | | | | | | | | | | | | | | |
| CIVIL1130 | Form/Pour Retaining Wall Footing | 2 | 0 | 100% | 15-Mar-21 | 23-Mar-21 A | | | | ■ Form/Pour Retaining Wall Footing | | | | | | | | | | | | | | | | | |
| CIVIL1150 | Install CMU Block Retaining Wall | 5 | 0 | 100% | 24-Mar-21 | 06-Apr-21 A | | | | ■ Install CMU Block Retaining Wall | | | | | | | | | | | | | | | | | |
| CIVIL1160 | Install Retaining Wall Drain Pipe | 1 | 0 | 100% | 06-Apr-21 A | 06-Apr-21 A | | | | ■ Install Retaining Wall Drain Pipe | | | | | | | | | | | | | | | | | |
| CIVIL1170 | Backfill Retaining Wall | 2 | 0 | 100% | 26-Apr-21 A | 28-Apr-21 A | | | | ■ Backfill Retaining Wall | | | | | | | | | | | | | | | | | |
| CIVIL1180 | Place Ex. Rip Rap at Retaining Wall | 1 | 1 | 0% | 04-Jun-21 | 04-Jun-21 | 0 | 130 | | ■ Place Ex. Rip Rap at Retaining Wall | | | | | | | | | | | | | | | | | |
| CIVIL1190 | Form/Pour Concrete Driveway | 2 | 2 | 0% | 07-Jun-21 | 08-Jun-21 | 205 | 130 | | ■ Form/Pour Concrete Driveway | | | | | | | | | | | | | | | | | |
| CIVIL1000 | Excavate Manholes | 3 | 3 | 0% | 22-Jun-21 | 24-Jun-21 | 21 | 87 | | ■ Excavate Manholes | | | | | | | | | | | | | | | | | |
| CIVIL1010 | Install New Ornamental Fencing | 10 | 10 | 0% | 27-Jul-21 | 09-Aug-21 | 0 | 82 | | ■ Install New Ornamental Fencing | | | | | | | | | | | | | | | | | |
| CIVIL1020 | Form/Pour Ribbon Gutter | 2 | 2 | 0% | 10-Aug-21 | 11-Aug-21 | 0 | 82 | | ■ Form/Pour Ribbon Gutter | | | | | | | | | | | | | | | | | |
| CIVIL1030 | Form/Pour New Gate Track | 2 | 2 | 0% | 10-Aug-21 | 11-Aug-21 | 0 | 92 | | ■ Form/Pour New Gate Track | | | | | | | | | | | | | | | | | |
| CIVIL1100 | Form/Pour/Set Manholes | 5 | 5 | 0% | 10-Aug-21 | 16-Aug-21 | 0 | 66 | | ■ Form/Pour/Set Manholes | | | | | | | | | | | | | | | | | |
| CIVIL1040 | Prepare Subgrade for AC Paving | 3 | 3 | 0% | 12-Aug-21 | 16-Aug-21 | 157 | 82 | | ■ Prepare Subgrade for AC Paving | | | | | | | | | | | | | | | | | |
| CIVIL1050 | Install New Gate | 5 | 5 | 0% | 12-Aug-21 | 18-Aug-21 | 168 | 92 | | ■ Install New Gate | | | | | | | | | | | | | | | | | |
| CIVIL1140 | Restore Trench Line AC Paving | 1 | 1 | 0% | 15-Sep-21 | 16-Sep-21 | 137 | 62 | | ■ Restore Trench Line AC Paving | | | | | | | | | | | | | | | | | |
| CIVIL1060 | Set Genset | 1 | 1 | 0% | 16-Sep-21 | 16-Sep-21 | 0 | 54 | | ■ Set Genset | | | | | | | | | | | | | | | | | |
| CIVIL1070 | Install Genset Enclosure | 3 | 3 | 0% | 17-Sep-21 | 21-Sep-21 | 0 | 54 | | ■ Install Genset Enclosure | | | | | | | | | | | | | | | | | |
| CIVIL1080 | Set Fuel Tank | 1 | 1 | 0% | 22-Sep-21 | 22-Sep-21 | 0 | 54 | | ■ Set Fuel Tank | | | | | | | | | | | | | | | | | |
| CIVIL1090 | Form/Pour Fuel Spill Pad | 2 | 2 | 0% | 23-Sep-21 | 24-Sep-21 | 0 | 54 | | ■ Form/Pour Fuel Spill Pad | | | | | | | | | | | | | | | | | |
| CIVIL1200 | Install New/Ex. Bollards | 2 | 2 | 0% | 06-Apr-22 | 07-Apr-22 | 0 | -75 | | ■ Install New/Ex. Bollards | | | | | | | | | | | | | | | | | |
| CIVIL1210 | Install New AC Paving | 2 | 2 | 0% | 08-Apr-22 | 11-Apr-22 | 0 | -75 | | ■ Install New AC Paving | | | | | | | | | | | | | | | | | |
| Structural Construction | | | | | | | | | | 17-Feb-21, 24-Jan-22 | | | | | | | | | | | | 24-Jan-22, Structural Construction | | | | | |
| STRUC1010 | Shoring Prior to Groundwater | 15 | 0 | 100% | 17-Feb-21 | 27-Feb-21 A | | | | ■ Shoring Prior to Groundwater | | | | | | | | | | | | | | | | | |
| STRUC1011 | Steel Plates and Whalers to Shoring | 4 | 0 | 100% | 26-Apr-21 A | 29-Apr-21 A | | | | ■ Steel Plates and Whalers to Shoring | | | | | | | | | | | | | | | | | |
| STRUC1000 | Excavate Pit to Groundwater | 5 | 0 | 100% | 30-Apr-21 A | 04-May-21 A | | | | ■ Excavate Pit to Groundwater | | | | | | | | | | | | | | | | | |

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

| Date | Revision | Checked | Approved |
|-----------|--------------------------|---------|----------|
| 10-Jun-20 | Progress Schedule Update | | |



City of Corona
Administrative Services Department
OFFICE OF: Purchasing Division

Office: 951.279.3620
Remote: 951.395.1941

400 South Vicentia Avenue, Suite 320
Corona, CA 92882 – www.CoronaCA.gov

June 7, 2021

Mr. Greg Chehey
Pacific Hydrotech Corporation
314 East 3rd Street
Perris, CA 92570

**SUBJECT: WRF3 LIFT STATION
PROPOSED CHANGE ORDER NO. 1
CHANGED CONDITIONS**

Dear Mr. Chehey:

In response to your letter dated April 28, 2021 on the above subject the City will accept a total extra work cost of \$130,394.49 as shown in the attached cost adjustment based on an installation impact of 4.5 hours per soldier pile and adjustments to equipment and miscellaneous charges as determined from daily construction reports. The extra work is a result of the presence of previously unknown groundwater at the lift station site. The contract change order for \$130,394.49 includes all extra work of any nature associated with installation of the shoring system.

Although the City disagrees with much of the information and many of the opinions presented in the March 21, 2021 letter prepared by Mr. Michael Cornelius, the City believes it is in the best interest of all parties to reach an agreement with respect to the shoring installation cost impacts caused by the groundwater.

Please feel free to contact me at (951) 739-4912 or by e-mail at vernon.weisman@CoronaCA.gov with any questions or concerns.

A handwritten signature in blue ink that reads 'Vernon R. Weisman'.

Vernon R. Weisman, P.E.
District Engineer

c: Gull Nawaz

| | | | |
|--------------|-----|----------|--------------------|
| Drill Rig | 4.5 | \$352.25 | \$1,585.13 |
| RT Crane | 4.5 | \$97.66 | \$439.47 |
| Subtotal | | | \$2,531.71 |
| x6 holes | | | \$15,190.26 |
| MU (15%) | | | \$2,278.54 |
| TOTAL | | | \$17,468.80 |

2021

COST PROPOSAL
(Changed Condition)

McMahon Extra Cost Breakdown

McMahon Additional Work due to Changed Conditions

| McMahon Labor Charges | | | | |
|-----------------------|-------------|------------------|----------|-------------------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA Operator | 5 4.5 | \$ 91.38 | \$ 456.90 \$411.21 |
| 1 | EA Laborer | 5 4.5 | \$ 67.07 | \$ 335.35 \$301.82 |

| | | |
|-------------------------|--------------------------------|--------------------|
| Subtotal Labor Per Hole | \$ 792.25 | \$713.03 |
| 16 holes x 22 Holes | \$ 17,429.50 | \$15,686.55 |
| McMahon MU 15% | \$ 2,614.43 | \$2,352.98 |
| Total | \$ 20,043.93 | \$18,039.53 |

| McMahon Equipment Charges | | | | |
|---------------------------|-----------------|------------------|-----------|-----------------------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA Drill Rig | 5 4.5 | \$ 352.25 | \$ 1,761.25 \$1,585.13 |
| 1 | EA ABI Mobilram | 5 4.5 | \$ 463.58 | \$ 2,317.90 \$2,086.11 |
| 1 | EA RT Crane | 5 4.5 | \$ 97.66 | \$ 488.30 \$439.47 |

| | | |
|--------------------|---------------------------------|--------------------|
| Equipment Subtotal | \$ 4,567.45 | \$4,110.71 |
| 16 x 22 Holes | \$ 100,483.90 | \$65,771.36 |
| McMahon MU 15% | \$ 15,072.59 | \$9,865.70 |
| Total | \$ 115,556.49 | \$75,637.06 |

| McMahon MISC Charges | | | | |
|----------------------|--------------------|------------------|----------|-------------------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 2 1 | EA Service Truck | 5 4.5 | \$ 31.00 | \$ 310.00 \$139.50 |
| 2 | EA 31" Temp Casing | 5 4.5 | \$ 2.34 | \$ 23.40 \$21.06 |
| 3 | EA 30" Core Barrel | 5 4.5 | \$ 1.80 | \$ 27.00 \$24.30 |
| 1 | EA Rock Auger | 5 1 | \$ 2.94 | \$ 14.70 \$13.23 |
| 13 | EA Rock Teeth | 1 | \$ 7.65 | \$ 99.45 |
| 1 | EA Casing Adapter | 5 1 | \$ 2.64 | \$ 13.20 \$11.88 |

| | | |
|----------------|--------------------------------|-------------------|
| MISC Subtotal | \$ 487.75 | \$309.42 |
| x 22 Holes | \$ 10,730.50 | \$6,807.24 |
| McMahon MU 15% | \$ 1,609.58 | \$1,021.09 |
| Total | \$ 12,340.08 | \$7,828.33 |

| McMahon Tooling Repair Charges | | | | |
|--------------------------------|--------------------|-----------------|---------------------|---------------------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA Welder | 40 4 | \$ 70.43 | \$ 2,817.02 \$281.72 |
| 1 | EA Welding Truck | 40 4 | \$ 31.00 | \$ 1,240.00 \$124.00 |
| 1 | EA Welding Machine | 40 1 | \$ 11.85 | \$ 474.00 \$47.40 |
| 1 | EA Welding Outfit | 40 1 | \$ 0.29 | \$ 11.60 \$1.16 |

| | | |
|-------------------------|--------------------|-----------------|
| Tooling Repair Subtotal | \$ 4,542.62 | \$454.28 |
| McMahon MU 15% | \$ 681.39 | \$68.14 |
| Total | \$ 5,224.02 | \$522.42 |

| McMahon Shoring Design Engineering Charges | | | | |
|--|---------------------|--------|------|-------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA Shoring Redesign | 1 | 2940 | \$ 2,940.00 |

| McMahon Consultant Charges | | | | |
|----------------------------|---------------|--------------|-----------------|---------------------|
| Qty | Item | HRS/UM | Rate | Total |
| 1 | EA Consultant | 1 | 3500 | 3,500.00 |

| | | |
|-----------------|---------------|--------------|
| Subtotal | \$ 159,604.50 | \$122,436.14 |
| 5.0% PHC Markup | \$ 7,980.23 | \$6,121.81 |
| 1.5% Bonds/Ins. | \$ 2,394.07 | \$1,836.54 |

Total Extra for Drilling Holes \$ 169,978.80

\$130,394.49



PACIFIC HYDROTECH CORPORATION
314 E. 3RD ST, PERRIS, CA 92570
(951) 943-8803 FAX (951) 943-1093

April 28, 2021

City of Corona
755 Public Safety Way
Corona, CA 92880

Attn: Vernon Weisman

Reference: WRF-3 Lift Station Project
Project No. 2018-11

Subject: Proposal for Changed Conditions - Revised

As outlined in our original cost proposal, and subsequent correspondence, PHC considers the ground water we have encountered at approximately 21ft below ground level to be a changed condition to the contract. Additionally, after consideration and discussion with McMahon we also feel that consistent refusal at 21ft +/- rather than 27ft as noted in the soils report to be changed condition as well and further impacting our ability to deal with the groundwater. In consideration of these changed conditions, we have attached the following cost proposal which is summarized as follows:

TOTAL Extra Work.....\$169,978.80

As noted by McMahon in their cost proposal narrative (also attached) we have proceeded to maintain production and move forward on the shoring holes in good faith with the expectation that our request for extra work will be considered justified and that we will work together to finalize this change order in a spirit of cooperation and good faith. It is our hope that we can finalize this change promptly as our subcontractor is incurring significant unexpected additional cost which deserves compensation.

As for time impact, PHC has prepared a schedule update for progress through April 8, 2021 which allows 3 weeks for pit excavation starting April 19th, 2021. We would propose to use this updated progress schedule as the basis for a no-cost time extension to the project completion with a new project completion date of March 1, 2022.

Further to our earlier correspondence, McMahon has enlisted the help of Cornelius Consultants to assist them in their presentation of facts related to their request for additional compensation due to changed conditions. The full report is attached for added information. The attached report has certain key sections highlighted which are paraphrased as follows:

- Cornelius points out that “refusal” to the relatively small CME-75 geotechnical drill would not necessarily mean refusal to the more powerful MAIT HR130 rig first employed by McMahon.
- Cornelius clarifies the Plan A and Plan B approaches envisioned by McMahon to deal with the indicated soils and expected gravel/cobble layer below 27ft with “Plan A” being to utilize a continuous flight auger to drill to 27ft without extracting soil and then vibrating beams to depth through loosened soil and beyond through the gravel/cobble layer to completion. If gravel/cobble prohibited vibrating the beams, then “Plan B” would provide for removal of soil from the holes with the continuous flight auger making multiple passes. In neither case, did McMahon consider anything less than 4 holes per day in their plans.
- From the start, McMahon instead discovered that at a depth of just 21ft, drilling became “markedly different” indicating that the auger was encountering much larger material than indicated or anticipated. Additionally, subsequent investigations confirmed the presence of groundwater at 21ft. The combination



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PHC Revised Changed Conditions Cost Proposal - Page 2
April 26, 2021

of groundwater and cobbles/boulders caused the shaft walls to collapse.

- Continued attempts to advance drilling below 21ft resulted in inconsistent return of soil being removed to the surface with the water washing even the sandy soil off the flights leaving very little to be spun off at the surface.
- In consultation with our dewatering expert (Rain-for-Rent) and out of an abundance of caution, it was determined that using slurry may have a detrimental effect on our dewatering efforts. Therefore, PHC did advise McMahan that drilling slurry would not be allowed for the 22ea holes. Additionally, in discussing with McMahan at the time, it was decided that the significant additional cost of adding slurry to the drilling operation (not part of their cost proposal) would likely not offset any potential time savings.

In summary, while PHC and McMahan appreciate the offer of 1.5hrs/hole as additional compensation, we feel that that amount is far short of reasonable compensation for this unfortunate changed condition. Given that McMahan's production rate diminished drastically from even their lowest anticipated rate of installation to barely 1 per day, we respectfully request that the City consider allowing 5.0hrs/hole with the other 3.0hrs/hole providing compensation for both the changes in equipment and the extra time/expense experienced when drilling from 27ft to completion.

Per McMahan, the reason for the increase from 4.0hrs to 5.0hrs is justified as Cornelius Consultants discussed in the Differing Site Conditions letter that if it took approximately 15 - 20 minute to get from 0' to 21', and you could reasonably estimate another 5 to 10 minutes to reach 27.5' if there was no groundwater or refusal present between 21-27.5. With this timing in mind, it's a fairly conservative estimate to core a dry hole an additional 7.5' to 9.5' in 2 to 2.5 hours seems more than reasonable timeframe. With that noted, that left McMahan with 5 hours of added time to complete each shaft with refusal and groundwater starting at 21'.

Additionally, per the original proposal comments, McMahan has attached and highlighted the labor and equipment rates that were incurred while drilling.

It should be noted that in the spirit of cooperation, PHC is requesting a non-compensable time extension. In addition, PHC has not included our additional cost for manpower and equipment needed to support this extended time spent drilling and setting these beams. While we have been somewhat productive with potholing efforts and building the block wall, this is far short of the total additional effort needed to support the extended drilling time.

As requested, PHC will prepare and forward a separate cost proposal for dewatering of the completion of our "test well" dewatering efforts and return of RFI 009 (Structure backfill).

Respectfully,
PACIFIC HYDROTECH CORPORATION

Dustin Chehey
Project Coordinator

Att: PHC Extra Work Cost Breakdown Worksheets
McMahan Drilling Cost Proposal
Cornelius Consultants Report
Labor Surcharge Rate & Equipment Rates

COST PROPOSAL
(Changed Condition)

McMahon Changed Condition

Printed: 4/28/2021

McMahon Extra Cost Breakdown

McMahon Additional Work due to Changed Conditions

| McMahon Labor Charges | | | | | |
|-------------------------|----|----------|--------|----------|---------------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Operator | 5 | \$ 91.38 | \$ 456.90 |
| 1 | EA | Laborer | 5 | \$ 67.07 | \$ 335.35 |
| Subtotal Labor Per Hole | | | | | \$ 792.25 |
| x 22 Holes | | | | | \$ 17,429.50 |
| McMahon MU 15% | | | | | \$ 2,614.43 |
| Total | | | | | \$ 20,043.93 |

| McMahon Equipment Charges | | | | | |
|---------------------------|----|--------------|--------|-----------|----------------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Drill Rig | 5 | \$ 352.25 | \$ 1,761.25 |
| 1 | EA | ABI Mobilram | 5 | \$ 463.58 | \$ 2,317.90 |
| 1 | EA | RT Crane | 5 | \$ 97.66 | \$ 488.30 |
| Equipment Subtotal | | | | | \$ 4,567.45 |
| x 22 Holes | | | | | \$ 100,483.90 |
| McMahon MU 15% | | | | | \$ 15,072.59 |
| Total | | | | | \$ 115,556.49 |

| McMahon MISC Charges | | | | | |
|----------------------|----|-----------------|--------|----------|---------------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 2 | EA | Service Truck | 5 | \$ 31.00 | \$ 310.00 |
| 2 | EA | 31" Temp Casing | 5 | \$ 2.34 | \$ 23.40 |
| 3 | EA | 30" Core Barrel | 5 | \$ 1.80 | \$ 27.00 |
| 1 | EA | Rock Auger | 5 | \$ 2.94 | \$ 14.70 |
| 13 | EA | Rock Teeth | 1 | \$ 7.65 | \$ 99.45 |
| 1 | EA | Casing Adapter | 5 | \$ 2.64 | \$ 13.20 |
| MISC Subtotal | | | | | \$ 487.75 |
| x 22 Holes | | | | | \$ 10,730.50 |
| McMahon MU 15% | | | | | \$ 1,609.58 |
| Total | | | | | \$ 12,340.08 |

| McMahon Tooling Repair Charges | | | | | |
|--------------------------------|----|-----------------|--------|----------|--------------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Welder | 40 | \$ 70.43 | \$ 2,817.02 |
| 1 | EA | Welding Truck | 40 | \$ 31.00 | \$ 1,240.00 |
| 1 | EA | Welding Machine | 40 | \$ 11.85 | \$ 474.00 |
| 1 | EA | Welding Outfit | 40 | \$ 0.29 | \$ 11.60 |
| Tooling Repair Subtotal | | | | | \$ 4,542.62 |
| McMahon MU 15% | | | | | \$ 681.39 |
| Total | | | | | \$ 5,224.02 |

| McMahon Shoring Design Engineering Charges | | | | | |
|--|----|------------------|--------|------|----------------------|
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Shoring Redesign | 1 | 2940 | \$ 2,940.00 |
| McMahon Consultant Charges | | | | | |
| Qty | | Item | HRS/UM | Rate | Total |
| 1 | EA | Consultant | 1 | 3500 | \$ 3,500.00 |
| Subtotal | | | | | \$ 159,604.50 |
| 5.0% PHC Markup | | | | | \$ 7,980.23 |
| 1.5% Bonds/Ins. | | | | | \$ 2,394.07 |
| Total Extra for Drilling Holes | | | | | \$ 169,978.80 |

From: [Kevin McMahon](#)
To: [Dustin Chehey](#)
Cc: [Greg Chehey](#); [Brian McMahon](#); [Ashley Collins](#)
Subject: WRF-3 labor and Equipment rates C/O cost
Date: Wednesday, April 28, 2021 1:21:48 PM
Attachments: [WRF-3 Rates.pdf](#)
[PastedGraphic-2.tiff](#)

Dustin

I have listed below a breakdown of the additional costs associated with installation of the 22 piles using Caltrans rates for equipment and labor. Now that we have completed this work and know the additional amount of time I am requesting 5 hours per hole. In addition 40 hours for repair work to the augers, core barrels and casing. engineering and consultant cost.

Engineering costs = **\$2,940.00**

Consultant costs = **\$3,500.00**

Tooling repair costs -

Labor : Welder \$62.88 hour x 40 hours = \$2,515.20 + 12% surcharge and 15% markup = \$3,239.57

Equipment : welding truck \$31.00 hour x 40 hour = \$1,240.00 welding machine \$11.85 hour x 40 = \$474.00 welding outfit = .29 hour x 40 = \$11.60 equipment \$1,725.60 + 15% markup = \$1,984.44

Tooling repair total = **\$5,224.01**

Equipment costs for drilled shafts

Drill Rig - \$352.25 hour x 5 hours = \$1,761.25

ABI - \$463.58 hour x 5 hours = \$2,317.90

Crane - \$97.66 hour x 5 hours = \$488.30

Service truck - \$31.00 hour x 5 hours = \$155.00

Service truck - \$31.00 hour x 5 hours = \$155.00

Auger rock 30"x5' = \$2.94 hour x 5 hours = \$14.70

Core Barrel - 30"x5' \$1.80 hour x 5 hours = \$9.00

Core Barrel - 30"x5' \$1.80 hour x 5 hours = \$9.00

Core Barrel - 30"x5' \$1.80 hour x 5 hours = \$9.00

Casing - 31"x26' .09LF x 26' \$2.34 hour x 5 hours = \$11.70

Casing - 31"x26' .09LF x 26' \$2.34 hour x 5 hours = \$11.70

Casing Adaptor - \$2.64 hour x 5 hours = \$13.20

Rock Teeth - \$7.65 each x 13 = \$99.45

Per hole Total = \$5,055.20 + 15% markup \$758.28 = \$5,813.48 x 22 shafts = \$127,896.56

Equipment total 22 shafts = **\$127,896.56**

Labor Costs for drilled shafts

Operator = \$81.59 hour x 5 hours = \$407.95 + 12% labor surcharge (\$48.96) and 15% markup (\$68.54) = \$518.10 x 22 shafts = \$11,559.68

Laborer = \$59.88 hour x 5 hours = \$299.40 + 12% labor surcharge (\$35.93) and 15% markup (\$50.30) = \$385.63 x 22 shafts = \$8,483.86

Labor total 22 shafts = **\$20,043.54**

Total C/O # 1 = \$159,604.11

Kevin McMahon
619-491-9355 office
951-553-8372 cell
634 Rock Springs Road
Escondido Ca, 92025
www.shoring-drilling.com



2196 KIRKCALDY ROAD
FALLBROOK, CA. 92028
P. 760-519-3891

March 21, 2021

Mr. Greg Chehey
Pacific Hydrotech
314 E. 3rd Street
Perris, CA 92570

RE: **WRF-3 LIFT STATION PROJECT NO. 2018-11**

Subject: McMahan Engineering Construction
Differing Site Conditions – Cobbles/Boulders and Groundwater
Phone Conversation of 4/09/21

Dear Mr. Chehey,

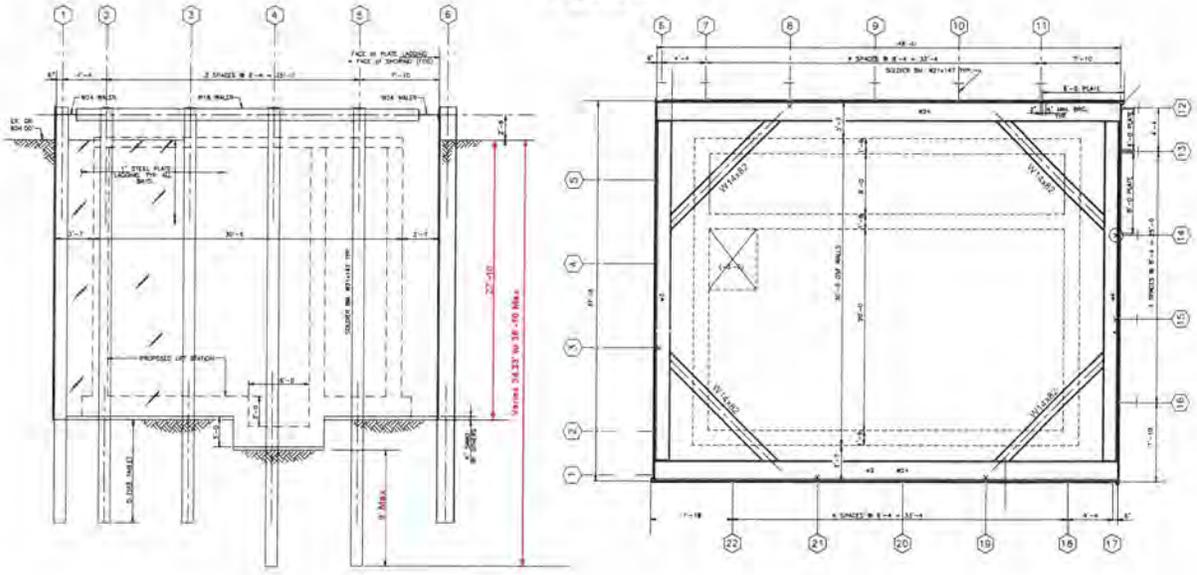
This letter is written on behalf of McMahan Engineering Construction (McMahan), and upon its authorization to do so.

As discussed in the above referenced phone conversation, both Pacific Hydrotech, (Pacific) and the City of Corona (City) have been notified of, and are aware of, the fact that while installing the soldier beams for the shoring system on the above referenced project, McMahan has encountered subsurface conditions that materially differ from those reasonably anticipated from the City's Bidding Documents. Specifically, McMahan has encountered cobbles and boulders at elevations higher than what was represented to exist in the City's geotechnical report, and, to make matters worse, McMahan has also encountered groundwater when no groundwater, within the vertical limits of the site, was represented to exist.

As you know, McMahan was to install the shoring system depicted in Figure 1, which consisted to drilling and setting 22 soldier piles to a maximum depth of approximately 37' below the ground surface.



Figure 1



In preparing its bid to perform this work, McMahon reasonably relied upon the Bidding Documents provided by the City in its bid solicitation. As set forth in the Technical Specifications at Section 01 00 01, Paragraph 1.3, the Bidding Documents included the following:

"A geotechnical study report titled, "Geotechnical Study for Design and Construction of Sewer Lift Station at the Water Reclamation Facility 3, City of Corona, California", dated May 16, 2017 is provided to bidders in the appendices for informational purposes." [emphasis added]

As we all know, the design and construction of any structure that is supported by the earth, or that supports the earth, is dependent upon the content, character, and behavior of the ground types on which, or in which, the structure is to be built. All too often however, when preparing the Bidding Documents, owners such as the City, insert into their project specifications various (but unenforceable) exculpatory clauses which mask the true intent of such geotechnical studies in an attempt to shift the risk of unanticipated subsurface conditions from residing with the owner to residing with the bidding contractors.

Such is the case on this project, with the Technical Specifications' use of the phrase "for informational purposes", as if to preclude the bidders from being able to reasonably relying upon the same information the City relied upon to design the structure(s) it wants the lucky low bidder to construct.

Not only does such equivocal language run afoul of the applicable Statutes and case Law, but it also directly conflicts with the language contained within the City's own geotechnical study.

With respect to the Statutes and case Law, the following examples demonstrate the doctrine of a contractor's reasonable reliance upon an Owner's bidding documents.

1. Implied Warranty of Complete and Accurate Contract Documents

- i. Condon-Johnson & Associates, Inc. v. Sacramento Mun. Utility Dist., (Cal. App. 3d Dist. 2007):

"The contract also contained general disclaimers that inter alia provided "[i]t is the sole responsibility of the Contractor to evaluate the jobsite and make his own technical assessment of subsurface soil conditions for determining the proposed drilling process, equipment and make his own financial impact assessment prior to bidding...."

The sole issue on appeal is whether the trial court properly excluded the disclaimers from jury consideration. Resolution of the issue turns on the meaning of the term "indicated" in section 7104 and incorporated in the changed conditions clause of the contract.

We will conclude that "indicated" refers to contract information provided prospective bidders from which an inference reasonably might be drawn as to the actual subsurface conditions at the work site. In this case the contract set forth the soil boring information for a purpose that invited Condon-Johnson to infer that the type of rock in the test samples would be the type of rock that may be "expected" or "encountered" in performing the work. Since the disclaimers wholly denied responsibility for the subsurface conditions indicated, in violation of section 7104, they were properly excluded from jury consideration.

We will affirm the judgment". [emphasis added]

- ii. Western Contracting Corporation, Eng BCA 3835 et al., 82-1 BCA 15,486 at p.76,806 (1982):

"a contractor may rely exclusively on the indications of subsurface conditions contained in the contract and is not required to make additional investigations of his own". [emphasis Added]

- iii. Stock & Grove, Inc. v. United States, 493 F.2d 629 (Ct.Cl. 1974)

"In determining what the contract indicated, we think the Board erred as a matter of law, in a Category 1 claim, by imposing upon the bidder in these circumstances an obligation to make a scientifically educated and skeptical analysis of the contract."

ARTICLE 36. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents, except in cases where it is expressly referenced by other Contract Documents as the appropriate Reference Specification. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

iv. Souza & McCue Construction, Co., Inc. v. Superior Court 57 Cal.2d 508:

"A contractor of public works who, acting reasonably, is misled by incorrect plans and specifications issued by the public authorities as the basis for bids and who, as a result, submits a bid which is lower than he would have otherwise made may recover in a contract action for extra work or expenses necessitated by the conditions being other than as represented". [emphasis added]

v. The warranty of accurate and complete bidding information also extends to subcontractors as set forth in Coleman Engineering Co. v. North American Aviation, Inc. (1966) 65 Cal.2d 396:

"A contractor who, acting reasonably, is misled by incorrect plans and specifications issued by another contracting party as the basis for bids and who, as a result, submits a bid which is lower than he would otherwise have made may recover in a contract action for extra work necessitated by the incorrect plans and specifications". [emphasis added]

2. Implied Warranty of Full Disclosure of Material Bidding Information

(Superior Knowledge)

I. Los Angeles Unified School Dist. v. Great American Ins., 49 Cal. 4th 738, 2010 WL 2720825:

"we hold that a contractor on a public works contract may be entitled to relief for a public entity's nondisclosure in the following limited circumstances: (1) the contractor submitted its bid or undertook to perform without material information that affected performance costs; (2) the public entity was in possession of the information and was aware the contractor had no knowledge of, nor any reason to obtain, such information; (3) any contract specifications or other information furnished by the public entity to the contractor misled the contractor or did not put it on notice to inquire; and (4) the public entity failed to provide the relevant information. [emphasis added]

3. Ambiguities

I. California Civil Code Section 1654 provides that:

"In cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist". [emphasis added]

II. Peter Kiewit Sons' Co. v. United States, 109 Ct.Cl. 390, 418:

"Where the Government draws specifications, which are fairly susceptible of a certain construction and the contractor actually and reasonably so construes them, justice and equity require that that construction be adopted." [emphasis added]

With respect to conflicting with its geotechnical study, the introduction section of the geotechnical study specifically states the study's purpose as follows:

"The purpose of this study was to evaluate the existing geotechnical conditions at the subject site that may impact the design and construction of the proposed sewer lift station". [emphasis added]

In the present case, McMahon reasonably relied upon the information and representations provided by the City with respect to the content, character and behavior or the underlying soil mass into which the shoring system was to be constructed. Specifically, the Geotechnical Report indicated both graphically and texturally, that groundwater resided at lower depths than the depth to which McMahon was to drill for the soldier piles, and that cobbles may exist at a depth of 27' below the ground surface.

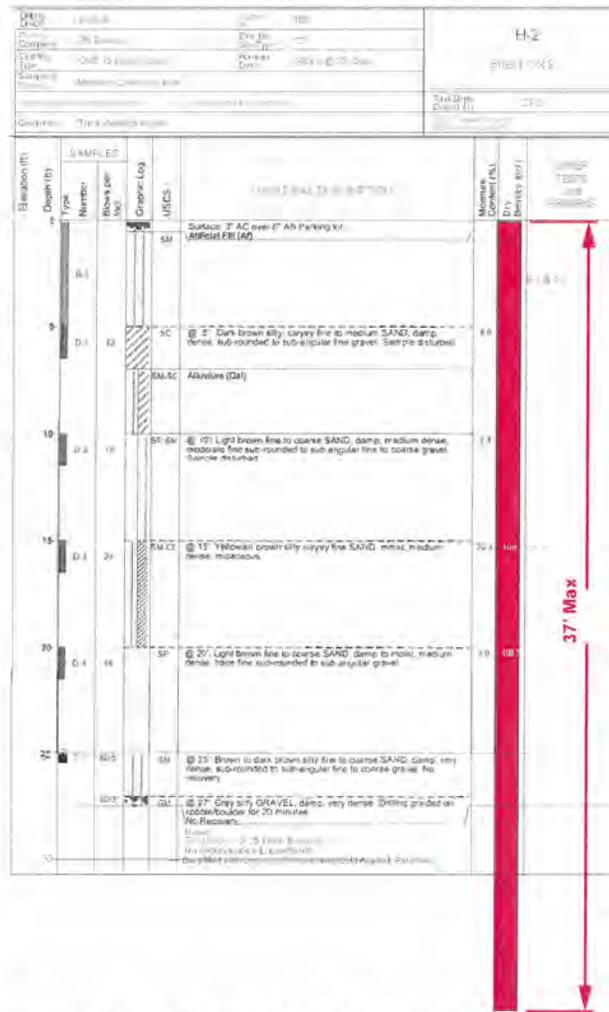
Graphically, Figure 2 duplicates Test Boring H-2 with the depth range of soldier pile drilling superimposed upon it (Boring H-1 similar).

The log indicates that the test boring was drilled with a CME-75 drill rig with a 12" diameter, hollow-stem drill tool. The groundwater table is not shown to exist within the depths explored, and that through the depth of 25', the ground consisted of silty-sands (SM), clayey sands (SC), gravely sands (SP) and silty gravels (GW).

Note that at 27' of depth, the log indicates that the drilling tool encountered "grey silty gravel, damp, very dense. Drilling grinded on cobble/boulder for 20 minutes" and, at a depth of 27.25' the CME's auger encountered "refusal" to further auger advancement.

In contrast, the notes at the bottom of Boring H-1 state the following at the exact same depth of 27': "grey silty

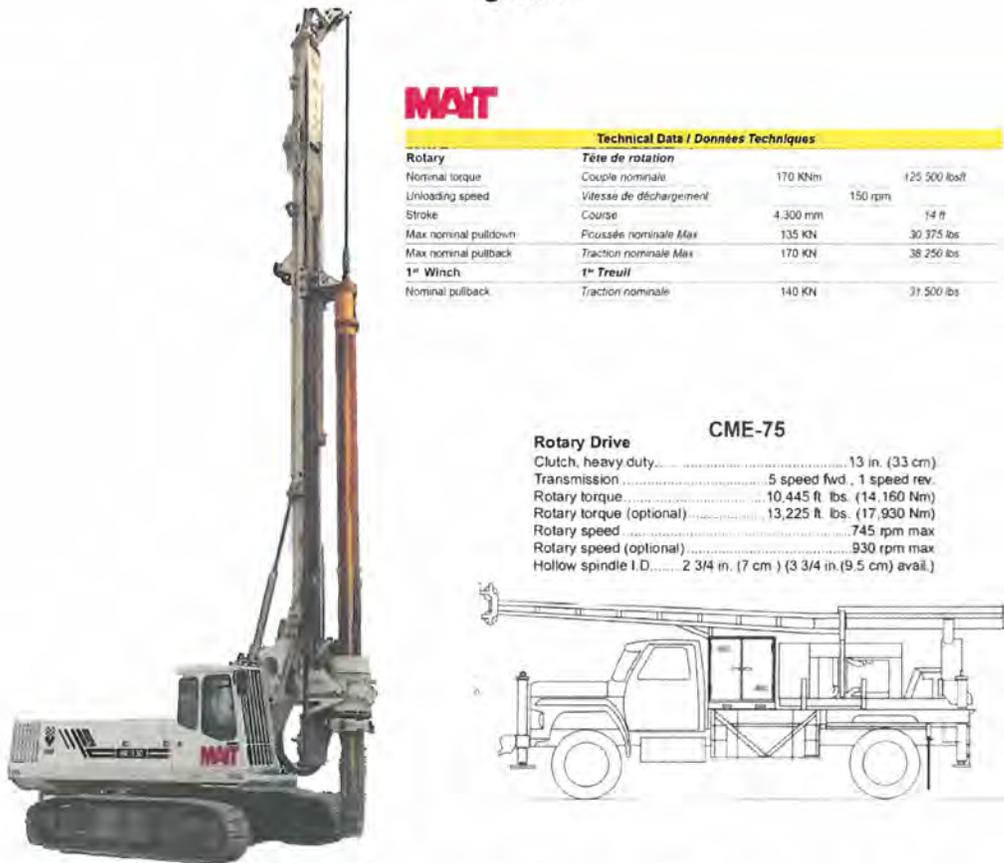
Figure 2



gravel, damp, very dense. Sample pounded on 1" rock. Drilling went [to] 2" in 45 minutes." [emphasis added]

It must be understood, that "refusal" to a relatively small CME-75 geotechnical drill rig does not necessarily connote refusal to either a large vibratory hammer or to a much larger and more powerful drill rig such as the MAIT HR130 drill rig McMahon deployed to the project. Figure 3 compares the size, and torque between the two rigs.

Figure 3



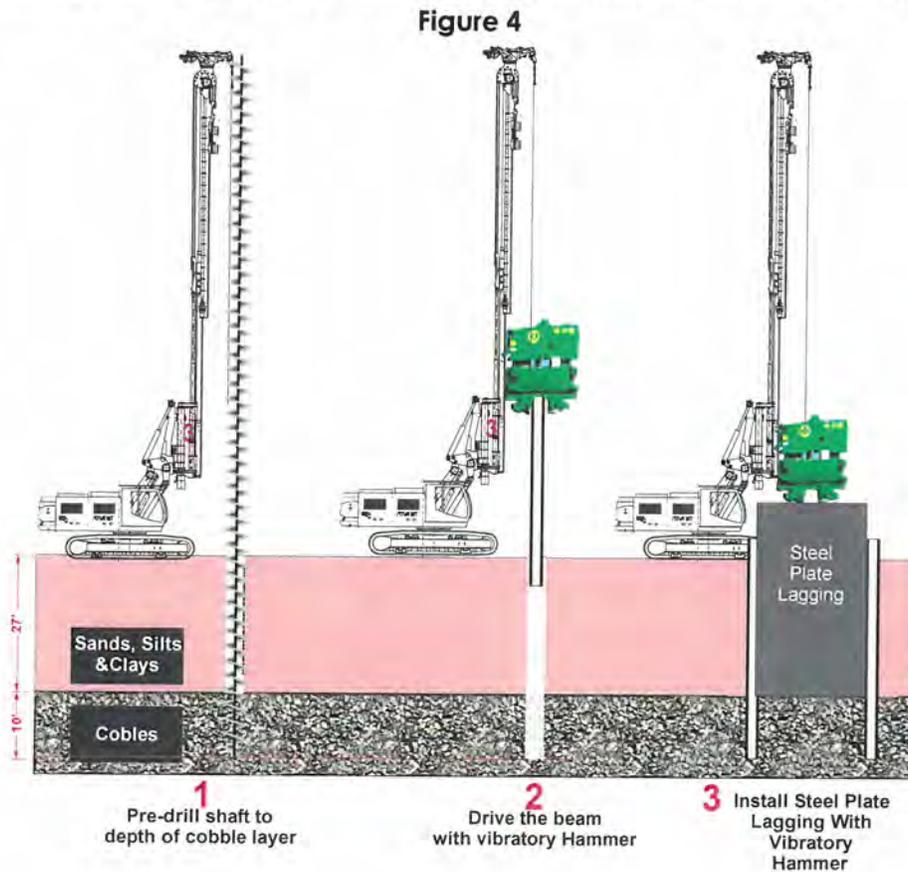
The available torque of the MAIT, at 125,000 ft*lbs is roughly 12 times greater than the 10,445 ft*lbs of torque deliverable by the CME-75 to advance its auger.

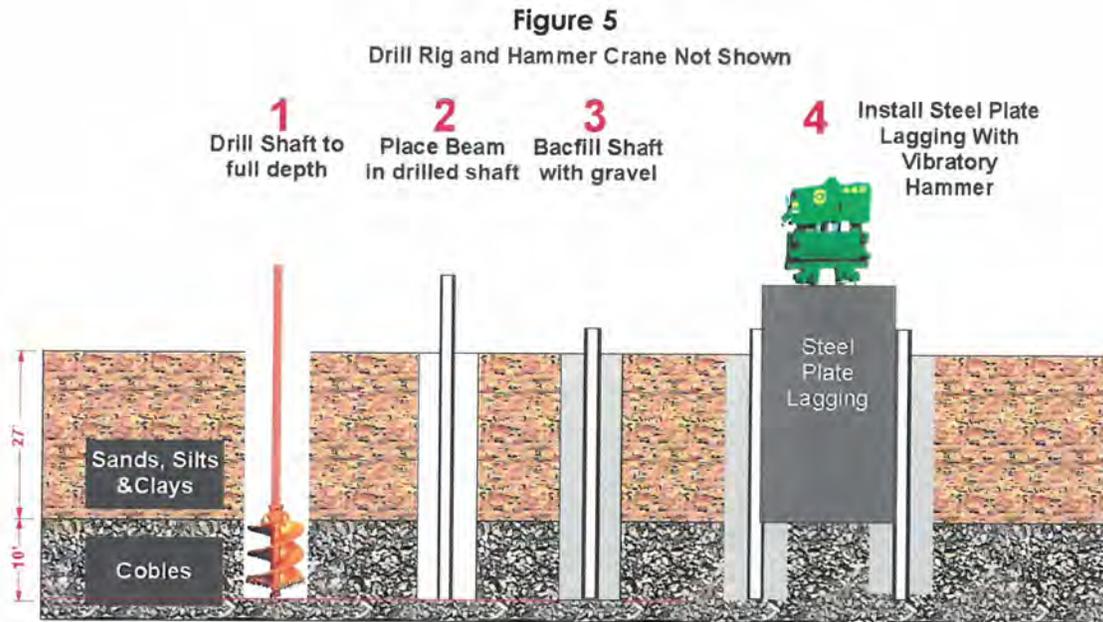
Given that the geotechnical study represented that no groundwater would be encountered, that the upper 27' consisted of predominately sandy soil, and that gravels, and potentially cobbles, may be encountered below 27' of depth, McMahon reasonably determined that it could achieve 6 to 7 beam installations per day by pre-drilling the upper 27' with a continuous flight auger, attach a vibratory hammer to the rig, pick the soldier pile and drive the pile through the pre-drilled portion very quickly and through the lower 10' cobble zone at a slower rate to allow the vibratory energy to shift the cobbles so the beam could slide past. After

the beams had been placed, steel plates would be driven between the soldier piles so as to support the ground spanning between the beams to the depth of lift station excavation which was above the gravel/cobble layer. The sequence of intended installation is depicted in Figure 4.

McMahon also reasonably concluded that if the lower gravel and cobble would not sufficiently displace under the energy provided by the vibratory hammer and thereby impede pile advancement, then McMahon would simply drill the entire shaft with the Mait HR 130, set the beam into a dry shaft and backfill with either sand, gravel or a lean cement/sand mix.

Steel lagging plates would still be installed with the vibratory hammer because, in both cases, the plates extend to the same depth required for the excavation which terminated above the represented gravel/cobble layer. The full-drill method is graphically depicted in Figure 5, and McMahon reasonably determined that using the full-depth method would produce 4 to 5 beam installations per day.





Accordingly, McMahon started the shoring installation with the continuous flight auger (CFA) system. When using that method, the CFA is screwed straight into the ground to the required soldier beam depth but does not extract the material. The CFI is first screwed into the ground full depth and then the auger is reversed to screw out of the ground. As the CFA rotates on the way down and on the way back up, it loosens the soil matrix to facilitate subsequent driving. Because the CFA never exists the shaft until after reaching the required depth, no hole is created where one could otherwise shine a light beam into to hole see what is in the shaft at a particular depth.

On its very first pile, McMahon advanced the auger as expected through the first 21' of depth. At a depth just below 21' the drill action became markedly different as it chattered and shook the rig indicating that the auger was encountering much larger material than the sandy material represented to exist at that depth. Acting prudently, McMahon then abandoned the CFA method (Figure 4) and started drilling as shown in Figure 5. Unlike the CFA method, this method requires the auger to make multiple up and down passes thus creating an open shaft. When the auger reached just below a depth of 21', McMahon encountered the groundwater that was represented to reside well below the zone of drilling. To make matters worse, at the same depth, McMahon also encountered an abundance of nested cobbles **and** boulders within the shaft at an elevation 6.5' to 7.5' higher than the elevation the cobbles were (27.5') represented to exist by the City's geotechnical study.

The combination of the inflow of groundwater, and the presence of abundant cobbles/boulders of various sizes and orientations, caused the shaft walls to collapse.

When drilling above the water and cobble layer (0' to 21' below the ground surface), as the auger cleared the top of the shaft when being extracted, its flights were full of soil such that rig operator would swing away from the hole and spin the auger at a high speed where upon the soil would be ejected from the auger flights and fall to the ground surface. However, once the auger was advanced below the groundwater table and into the elevated cobble zone, when the rig operator raised the auger to the surface expecting to see the auger flights full of soil and/or gravel as shown in the upper photo of Figure 6 (photo from different project), all too often the operator saw what the lower photos show in Figure 6 (photos from this project).

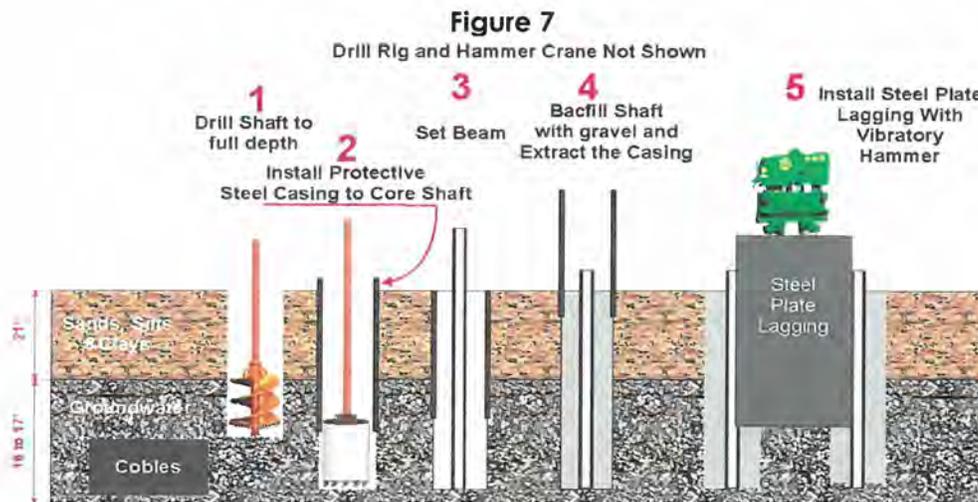
Figure 6



On the one hand, even if the hole was entirely dry, as was represented by the City's Bidding Documents, when the auger enters a zone of nested cobbles and boulders, whatever amount of smaller sized soil material the auger flights initially capture, gets shaken off the flights by the turbulence and vibration that occurs as the auger gets knocked back and forth by the much larger and harder cobble and boulder material. On the other hand, when below the groundwater table, even if the hole consisted entirely of the sandy material represented to exist in the upper 27' of the shaft, and every downward pass fills all the flights with soil, then, when the auger is raised through the column of water, the water washes the sandy soil off the flights leaving very little to be spun off at the ground surface.

McMahon was faced with both conditions simultaneously, and pursuant to Standard Industry Practice, McMahon realized that polymer drilling slurry should be introduced into the shaft to stabilize the shaft walls and help maintain more material onto the flights during its ascent. The polymer slurry coats the shaft walls and increases the viscosity of the water to that similar to molasses. It is a benign substance and specifically designed with a relatively short life span and to break down to water at the end of its short life. Though it performs in a like manner as a bentonite slurry to stabilize the shaft and reduce auger wash-off (bentonite is clay particles mixed with water to form a clayey mud-like substance that does not break back down to water), when a site needs to be dewatered, as this site was discovered to require, polymer use is superior to that of bentonite because it will not clog the dewatering pumps.

However, McMahon was verbally informed that no drilling slurries could be used for fear of clogging the now required dewatering pumps. Left with no other choice, McMahon was forced into the use of temporary steel casing to protect and stabilize the shaft walls from collapse. This method is illustrated in Figure 7. McMahon would drill the shaft to 21'-22', install a 30" diameter casing to 25'.



However, instead of auguring the material out of the shaft, as illustrated in Figure 8, McMahon was effectively forced to use a core barrel to alternately core through large boulders, or to otherwise “pack” (i.e., wedge) one or more smaller sized boulders into the core barrel, bring it to the surface and dislodge the rocks from the barrel to fall onto the surface.



Single Boulder Wedged Into Core Barrel



Cores of Large Boulders



Wedged Cobbles/Boulders

Figure 8



**Boulders “Packed”
Into Core Barrel;**

The project photos to the left provide explicit examples of the core barrel extracting single rock cores, a single boulder not cored but wedged, and several cobbles/boulder wedged into the core barrel.

It is my understanding, that the City has acknowledge entitlement to the Differing Site Condition(s), but only to the extent that they are willing to attribute 1.5hours of compensable additional time for each shaft. It is hard to understand how the City unilaterally determined only 1.5 hours of compensable impacts, other than to assume that the City has little experience in the art of foundation drilling. Far from achieving its reasonably determined production rates, between 4 to 7 beams per day, McMahon's impacted production has been reduced to one pile per day.

It is also difficult to understand how the City failed to check the groundwater surface elevation prior to the start of construction, given its representation to do so to other governmental authorities. Specifically, in a report dated June 2020 and entitled, **"WRF-Lift Station: Initial Study-Mitigative Negative Declaration"**, the City represents to the authorities for which the report was generated, the following statement regarding its expectation that no groundwater is expected to be encountered during construction of the project but to make sure, prior to the start of construction, a nearby monitoring well will be checked to verify that expectation. As shown in Figure 9, the monitoring well's position is shown relative to the project site as plotted by the well's coordinates upon Google Earth.

Figure 9



The June 2020 report states the following pertinent passages on Page 48 and 65 respectively:

Page 48:

"A geotechnical study for the project was prepared in May 2017 and found that groundwater was not encountered in any of the bores at the site, which were taken to a maximum depth of 50 feet below ground surface (bgs). Well data from a nearby well indicates groundwater in the area can fluctuate and recorded groundwater at depths of 26 bgs in 2013 (NMG Geotechnical, Inc [NMG] 2017)."

Page 65:

"The California Department of Water Resources website has non-potable Well No.W001 (Station 33827N1175072) located adjacent to the site and has measured groundwater between 26 to 44.3 feet below ground surface between 2011 and 2016 (NMG 2017). Based on groundwater levels in the project area, it is not anticipated that pipeline construction activities would encounter groundwater as project excavations will be within the upper 26 feet. However, information from groundwater monitoring Well No. W001 would be utilized to assess the ground level prior to construction. If dewatering is required, dewatering activities would be temporary and short-term as construction activities are expected to occur over a period of six months. Therefore, dewatering during project construction would not substantially decrease groundwater supplies."

Unfortunately, it was left to McMahon to establish, at a huge cost of men, equipment and time, the groundwater elevation that the City promised to establish prior to construction with the lifting of a monitoring well cover.

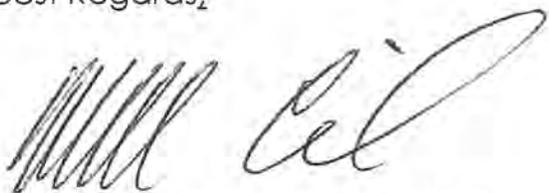
It should also be noted that the presence of the groundwater, the higher elevation at which the gravel/cobble layer was found, and the large boulders discovered in that higher layer, will most likely impede the advancement of the planned steel plate lagging system McMahon reasonably anticipated for use, designed and submitted for use and ultimately approved for use by the City. It is probable that timber lagging will need to be placed instead and that site dewatering will be required to affect the excavation.

It is my professional Opinion the McMahon is entitled to an equitable adjustment in both quantum and time as measured by daily impacts to its work rather than the 1.5 hours of impacts currently tabled by the City.

This report is prepared in accordance with the professional standards in the engineering/construction industry and represents my Professional Opinion(s) as to the proximate cause(s) for the problems encountered by McMahon when installing the soldier beams and the pending lagging system.

No warranties, express, or implied are associated with the opinion(s) contained herein. This report and the opinion(s) expressed within are subject to change/modification/clarification pending receipt of new information that could be material to this Report's content and/or opinion(s).

Best Regards,

A handwritten signature in black ink, consisting of a series of vertical strokes followed by a large, stylized loop.

Michael Cornelius, P.E., MASCE

EXCEPTIONS

| <u>Type of Work Performed</u> | <u>Labor Surcharge Percent</u> | |
|---|--------------------------------|-----------|
| | RT | OT |
| Concrete Construction - Bridge..... | 10 | 10 |
| Drilling | 12 | 12 |
| Fence & Guardrail Construction | 10 | 10 |
| Erection of structural metal for metal bridges, excluding sign bridge | 13 | 12 |
| Landscape Gardener | 10 | 10 |
| Mobil Crane & Hoist Service..... | 12 | 12 |
| Painting Steel Structures or Bridges | 13 | 12 |
| Pile Driving, not including drilled, cast-in-place concrete piles | 18 | 16 |
| Sign Erection or Repair | 13 | 12 |
| Wrecking & Demolition | 12 | 12 |

An appropriate labor surcharge will be established by the Division of Construction for work that is determined by the resident engineer to be covered by Longshoreman and Harbor Worker's Act.

| |
|---|
| NON-OPERATED EQUIPMENT (DAILY RATES) [NONOP] |
|---|

DELAY FACTOR = 0.56 OVERTIME FACTOR = 1.00

Note various units for different items. The following allowance is entered on the extra work bill by using the (unit listed x number of days) in the hours worked column. The following list is limited to items with long estimated lives. Additional traffic related items such as cones and barricades, are still listed under TRAFIC in this publication. Other non-operated items with short estimated lives should be treated as materials and should not be "rented". Non rented items are 1) intended to be job specific (amortized over the life of the project) and 2) have an estimated life measured by number of uses rather than a length of time.

MISCELLANEOUS [MISC]

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|--|-------------|-------------|
| Casing, 450 mm dia, per 0.3 m (Casing, 18" dia, per lf) | 0120 | \$0.04 |
| Casing, 650 mm dia, per 0.3 m (Casing, 26" dia, per lf) | 0130 | \$0.06 |
| Casing, 900 mm dia, per 0.3 m (Casing, 36" dia, per lf) | 0140 | \$0.09 |
| Casing, 1800 mm dia, per 0.3 m (Casing, 72" dia, per lf) | 0150 | \$0.21 |
| Casing, 2400 mm dia, per 0.3 m (Casing, 96" dia, per lf) | 0160 | \$0.26 |
| Casing, 2700 mm dia, per 0.3 m (Casing, 108" dia, per lf) | 0170 | \$0.30 |
| Casing, 3000 mm dia, per 0.3 m (Casing, 120" dia, per lf) | 0180 | \$0.40 |
| Pile, all depths "H" pile, per 45.0 kg (Pile, all depths "H" pile, per hundred-weight) | 0190 | \$0.04 |
| Pipe, 250-300 mm dia, per 0.3 m (Pipe, 10-12" dia, per lf) | 0200 | \$0.02 |
| Plate, 22 mm thick, per 9.3 sm (Plate, 7/8" thick, per 100 sf) | 0210 | \$1.27 |
| Plate, 25 mm thick, per 9.3 sm (Plate, 1" thick, per 100 sf) | 0220 | \$1.45 |
| Plate, 38 mm thick, per 9.3 sm (Plate, 1.5" thick, per 100 sf) | 0230 | \$2.18 |

SCAFFOLDING, SHORING, [SSWF]

FALSEWORK

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|---|-------------|-------------|
| Metal form, 1.8 m x3.0 m, per 14.6 m (Metal form, 6x10 box culvert, per 48 lf) | 0310 | \$44.37 |
| Metal form, 2.4 m x3.7 m, per 15.2 m (Metal form, 8x12 box culvert, per 50 lf) | 0320 | \$49.17 |
| Metal form, 2.1 m x4.3 m, per 15.2 m (Metal form, 7x14 box culvert, per 50 lf) | 0330 | \$54.04 |
| Metal form, type 25 barrier, per 3.0 m (Metal form, type 25 barrier, per 10 lf) | 0340 | \$2.70 |
| Metal form, type 26 barrier, per 3.0 m (Metal form, type 26 barrier, per 10 lf) | 0350 | \$2.86 |
| Metal form, type 27 barrier, per 3.0 m (Metal form, type 27 barrier, per 10 lf) | 0360 | \$2.46 |
| Metal form, type 50 barrier, per 3.0 m (Metal form, type 50 barrier, per 10 lf) | 0370 | \$2.66 |
| Metal form, 1.8 m x 3.7 m girder panel, per 0.1 sm (6x12 girder panel, per sf) | 0380 | \$0.17 |

| | | |
|---|-------------|---------|
| Metal form, all heights paving, per 3.0 m (Metal form, all heights paving, per 10 lf) | 0390 | \$0.04 |
| Scaffolding, 1.5 m section, per section (Scaffolding, 5' section, per section) | 0410 | \$0.55 |
| Scaffolding, 3.0 m section, per section (Scaffolding, 10' section, per section) | 0420 | \$1.24 |
| Scaffolding, 4.6 m section, per section (Scaffolding, 15' section, per section) | 0430 | \$1.63 |
| Scaffolding, bottom/top section, per 1.5 m section (per 5 ft section) | 0440 | \$0.77 |
| Scaffolding, 2.1 m high, rolling (Scaffolding, 7' high, rolling) | 0450 | \$1.16 |
| Scaffolding, spider staging, plus air compressor | 0460 | \$24.69 |
| Shoring, 1.1 m deep x 2235 mm wide, per section (Shoring, 3.5' deep x 88" wide trench, per section) | 0510 | \$1.27 |
| Shoring, 1.2 m deep x 3.7 m wide box, per 7.3 m (Shoring, 4' deepx12' wide trench box, per 24') | 0515 | \$11.69 |
| Shoring, 1.5 m deep x 2235 mm wide, per section (Shoring, 5' deep x 88" wide trench, per section) | 0520 | \$1.34 |
| Shoring, 2.1 m deep x 1397 mm wide, per section (Shoring, 7' deep x 55" wide trench, per section) | 0530 | \$1.18 |
| Shoring, 2.1 m deep x 2235 mm wide, per section (Shoring, 7' deepx88" wide trench, per section) | 0540 | \$1.41 |
| Shoring, 2.4 m deep x 4.6 m wide, per 3.0 m (Shoring, 8' deepx15' wide trench box, per 10') | 0550 | \$9.64 |
| Shoring, 2.4 m deep x 2.4 m max width, per 7.3 m(8' deep x 8' max width trench box, per 24') | 0560 | \$19.01 |
| Shoring, 3.0 m deep x 2.4 m max box, per 4.9 m (Shoring, 10' deepx8' max trench box, per 16') | 0570 | \$17.07 |
| Shoring, 3.0 m deep x 2.4 m max box, per 7.3 m (Shoring, 10' deepx8' max trench box, per 24') | 0580 | \$23.74 |
| Wood, 50 mm x255 mm, per 30.5 m (Wood, 2"x10", per 100 lf) | 0605 | \$0.16 |
| Wood, 50 mm x305 mm, per 30.5 m (Wood, 2"x12", per 100 lf) | 0610 | \$0.20 |
| Wood, 100mm x100mm, per 30.5 m (Wood, 4"x4", per 100 lf) | 0615 | \$0.14 |
| Wood, 100 mm x150 mm, per 30.5 m (Wood, 4"x6", per 100 lf) | 0620 | \$0.20 |
| Wood, 100 mm x205 mm, per 30.5 m (Wood, 4"x8", per 100 lf) | 0625 | \$0.28 |
| Wood, 100 mm x305 mm, per 30.5 m (Wood, 4"x12", per 100 lf) | 0630 | \$0.42 |
| Wood, 150 mm x305 mm, per 30.5 m (Wood, 6"x12", per 100 lf) | 0635 | \$0.70 |
| Wood, 150 mm x455 mm, per 30.5 m (Wood, 6"x18", per 100 lf) | 0640 | \$1.12 |
| Wood, 205 mm x405 mm, per 30.5 m (Wood, 8"x16", per 100 lf) | 0645 | \$1.38 |
| Wood, 305 mm x455 mm, per 30.5 m (Wood, 8"x18", per 100 lf) | 0650 | \$1.55 |

| | | |
|------------|-------------|---------|
| 2200 | 5650 | \$16.72 |
| 2300 | 5660 | \$25.26 |
| 2310 | 5662 | \$26.57 |
| 3210 | 5670 | \$28.76 |
| 3210 Combo | 5675 | \$29.63 |
| 3500 | 5676 | \$33.90 |
| 4010 | 5677 | \$43.49 |
| 4010 Combo | 5678 | \$33.71 |
| 5010 | 5679 | \$33.82 |
| 6510 | 5680 | \$40.28 |
| 6510 Combo | 5685 | \$43.38 |

MIDMARK [MDMK]

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|--------------|-------------|-------------|
| 300 A | 7945 | \$25.03 |
| 321 | 7950 | \$26.30 |
| 400 A | 7955 | \$31.97 |
| 440 | 7960 | \$40.20 |

VERMEER [VERM]

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|------------------------|-------------|-------------|
| CC-135 | 8350 | \$88.06 |
| M 220 | 8380 | \$16.68 |
| M 455 / M455A | 8480 | \$39.19 |
| M 475 | 8570 | \$41.42 |
| M 475A | 8571 | \$46.99 |
| M 485 | 8580 | \$45.26 |
| M 495 | 8585 | \$73.49 |
| T 300B, T 300A | 8718 | \$25.84 |
| T 400C, T 400B, T 400A | 8781 | \$56.17 |
| T 600D, C, B, A | 8842 | \$80.98 |
| T 650 | 8843 | \$136.31 |
| T 800B, T 800A, T800 | 8870 | \$129.70 |
| T 800C | 8871 | \$141.57 |
| T 850 | 8875 | \$252.30 |
| V 430 | 8950 | \$29.48 |
| V 430A | 8951 | \$33.12 |
| V 434 / M 434 | 9000 | \$28.43 |
| V 440 | 9015 | \$31.49 |
| V 450 | 9017 | \$37.21 |
| V 454 | 9020 | \$32.33 |
| V 1550 | 9025 | \$15.58 |

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

DELAY FACTOR = 0.12 OVERTIME FACTOR = 0.89

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

| <u>TRUCKS</u> | | <u>[T&TT]</u> | |
|--|---------------|---------------------|-------------|
| <u>OVER</u> | <u>TO</u> | <u>Code</u> | <u>Rate</u> |
| CARS , LIGHT TRUCKS | | | |
| 00-06 \$27.42 | | | |
| 3175 (7000) 5443 (12000) No small pickups 06-12 \$31.00 | | | |
| 5443 (12000) | 9072 (20000) | 12-20 | \$40.16 |
| 9072 (20000) | 12701(28000) | 20-28 | \$42.49 |
| 12701 (28000) | 16330 (36000) | 28-36 | \$47.91 |
| 16330 (36000) | 21773 (48000) | 36-48 | \$64.07 |
| 21773 (48000) | 27216 (60000) | 48-60 | \$70.62 |
| 27216(60000) & Over | | 60 | \$79.48 |

TRUCKS, OFF-HIGHWAY [TRUOF]

DELAY FACTOR = 0.22 OVERTIME FACTOR = 0.80

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

| <u>TRUCK OFF-HIGHWAY</u> | | <u>[TRU]</u> | |
|--------------------------|-----------|----------------|-------------|
| <u>OVER</u> | <u>TO</u> | <u>Code</u> | <u>Rate</u> |
| 9.1 (10) | 13.6 (15) | 10-15 | \$49.67 |
| 16.3 (18) | 20.0 (22) | 18-22 | \$88.77 |
| 20.0 (22) | 24.5 (27) | 22-27 | \$110.88 |
| 24.5 (27) | 29.0 (32) | 27-32 | \$126.75 |
| 29.0 (32) | 36.3 (40) | 32-40 | \$172.22 |
| 36.3 (40) | 49.9 (55) | 40-55 | \$255.55 |
| 49.9 (55) | 60.8 (67) | 55-67 | \$286.99 |

| KOMATSU | [KOMA] | | P&H | [P&H] | |
|------------------|-----------------|-------------|-----------------------|--------------------|-------------|
| <u>Model</u> | <u>Code</u> | <u>Rate</u> | <u>Model</u> | <u>Code</u> | <u>Rate</u> |
| PW 210-1 | 9580 | \$100.25 | OMEGA 14 | 5790 | \$65.41 |
| LINK-BELT | [L-B] | | OMEGA 15 | 5792 | \$65.41 |
| <u>Model</u> | <u>Code</u> | <u>Rate</u> | OMEGA 18 | 5794 | \$65.84 |
| HSP 15 | 5500 | \$68.42 | OMEGA 25 | 5795 | \$87.83 |
| HSP 18 | 5505 | \$68.42 | OMEGA 20 | 5796 | \$66.52 |
| HSP 20 | 5510 | \$74.40 | OMEGA 23 | 5796E | \$69.27 |
| HSP 22 | 5530 | \$75.80 | OMEGA 30 | 5796J | \$90.26 |
| HSP 25 | 5535 | \$80.62 | OMEGA 35 | 5796P | \$91.22 |
| HSP 8015 | 5538 | \$79.05 | OMEGA 40 | 5797 | \$122.87 |
| HSP 8018 | 5538E | \$79.05 | OMEGA 45 | 5797E | \$124.59 |
| HSP 8018XL | 5538G | \$96.22 | OMEGA 50 | 5797J | \$125.97 |
| HSP 8018C | 5538H | \$72.06 | OMEGA 60 | 5798 | \$129.96 |
| HSP 8025 | 5538P | \$82.64 | OMEGA 65 | 5799 | \$152.87 |
| HSP 8025 S | 5538PF | \$83.67 | OMEGA 114 | 5799C | \$74.36 |
| HSP 8030 | 5538Q | \$94.69 | OMEGA 114D | 5799G | \$72.41 |
| HSP 8035 | 5538R | \$137.78 | OMEGA 118 | 5799Q | \$75.87 |
| HSP 8040 | 5538S | \$137.92 | OMEGA 118D | 5799S | \$72.55 |
| HSP 8050 | 5538T | \$140.06 | OMEGA 120 | 5799U | \$77.51 |
| HSP 8055 | 5538V | \$126.18 | OMEGA 120D | 5799W | \$73.26 |
| HSP 8060 | 5539 | \$153.67 | OMEGA 122 | 5799X | \$78.50 |
| LORAIN | [LORN] | | OMEGA 122D | 5799Y | \$73.84 |
| <u>Model</u> | <u>Code</u> | <u>Rate</u> | OMEGA 125 | 5799Z | \$78.88 |
| LRT 15H | 5730 | \$69.83 | OMEGA 128 | 5799ZA | \$77.37 |
| LRT 15U | 5735 | \$71.09 | R 150 | 5890 | \$55.84 |
| LRT 18U | 5740 | \$71.56 | R 150-1 | 5910 | \$55.35 |
| LRT 35U | 5745 | \$104.34 | R 180 | 5975 | \$56.17 |
| LRT 40U | 5750 | \$105.13 | R 200 | 6060 | \$56.49 |
| LRT 150 | 5755 | \$69.11 | OMEGA S-15 | 6062 | \$90.54 |
| LRT 150D | 5756 | \$84.46 | OMEGA S-18 | 6063 | \$90.54 |
| LRT 180 | 5760 | \$69.08 | OMEGA S-20 | 6064 | \$93.11 |
| LRT 180D | 5760D | \$84.46 | S-35 | 6064E | \$127.77 |
| LRT 200 | 5765 | \$68.89 | PETTIBONE | [PET] | |
| LRT 200D | 5765D | \$84.63 | <u>Model</u> | <u>Code</u> | <u>Rate</u> |
| LRT 220 | 5767 | \$71.34 | 16 MK P Series | 6500 | \$60.85 |
| LRT 230 | 5768 | \$75.73 | 20 MK P Series | 6580 | \$61.48 |
| LRT 230D | 5768D | \$84.65 | 25 | 6740 | \$57.58 |
| LRT 250 | 5769 | \$75.76 | 25 MK P Series | 6750 | \$62.26 |
| LRT 250D | 5769D | \$84.65 | 29 MK P Series | 6880 | \$63.30 |
| LRT 275 | 5770 | \$75.76 | 30 | 6900 | \$57.58 |
| LRT 275D | 5770D | \$84.65 | 30 MK P Series | 6903 | \$64.29 |
| LRT 330 | 5772 | \$97.66 | 30 SC, 30 SC P Series | 6910 | \$89.54 |
| LRT 400 | 5773 | \$111.93 | 60 SC | 6990 | \$95.63 |
| LRT 450 | 5774 | \$115.08 | 60 SC P Series | 6995 | \$102.09 |
| LRT 500 | 5775 | \$118.11 | 70 | 7100 | \$101.28 |
| LRT 550 | 5790 | \$123.38 | 70 SC | 7165 | \$101.57 |
| | | | 70 SC P Series | 7170 | \$107.61 |
| | | | 80 MK P Series | 7250 | \$100.09 |

TRUCKS, DUMP, ON-HIGHWAY [TRUON]

DELAY FACTOR = 0.18 OVERTIME FACTOR = 0.83
 Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY [TRUN]

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|--------------|-------------|-------------|
| 2 axles | 2AXL | \$54.69 |
| 3 axles | 3AXL | \$71.55 |
| 4 axles | 4AXL | \$80.63 |
| 5 axles | 5AXL | \$90.06 |

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.20 OVERTIME FACTOR = 0.83

ARC WELDING MACHINES [AWM]

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

| <u>OVER</u> | <u>TO</u> | <u>Code</u> | <u>Rate</u> |
|-------------|------------|----------------|----------------|
| 0 | 250 | 0-250 | \$6.13 |
| 250 | 500 | 250-500 | \$11.85 |
| over | 500 | 500 | \$12.27 |

GAS WELDING OUTFIT [GWO]

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

| <u>Model</u> | <u>Code</u> | <u>Rate</u> |
|--------------|-------------|---------------|
| ALL | ALL | \$0.29 |

HAMMR ABI MRZV30V 31-MAR-2018 M Hammers, DEMOLITION & PILE,
 VIBRATORY PILE HAMMER ABI MRZV30VV
 01-APR-2017 31-MAR-2018 21-NOV-2017 .25 .78 \$229.93
 RATE PLUS CARRIER.

HAMMR ABI TM12/15 31-MAR-1999 M Hammers, DEMOLITION & PILE,
 VIBRATORY PILE HAMMER. ABI TM12/15
 HAMMER ON CAT 245B 01-JAN-1980 31-MAR-1999 10-FEB-2005
 .39 .65 \$130.11

HAMMR ABI TM16/20 31-MAR-2017 M Hammers, DEMOLITION & PILE
 ABI TM 16/20 W/ CARRIER 01-APR-2016 31-
 MAR-2017 24-MAY-2017 .23 .79 \$463.58
 RATE INCLUDES CARRIER, VIBRO HAMMER & AUGER DRIVE.

HAMMR ABI TM18/22 31-MAR-2018 M Hammers, DEMOLITION & PILE
 ABI TM 18/22 MOBILE RAM 01-APR-2017 31-
 MAR-2018 21-NOV-2017 .25 .78 \$617.99
 RATE INCLUDES UNDERCARRIAGE.

HAMMR AIRM RMIOZ 31-MAR-2002 M Hammers, DEMOLITION.
 AIR-MAN / HOKUETSU RMIOZ 2000-2500 FTLB 01-APR-1995 31-
 MAR-2002 10-FEB-2005 .36 .67 \$11.45

Extra Work Bill
 Date April 27 2021
 Miscellaneous Equipment Rates Current File
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| LAST | DELAY | EQUIP | EQUIP | CLASS | DESCRIPTION | BEGIN DATE | END |
|------|-------------|-------|-------------|-------------|-------------|------------|-----|
| MAKE | CODE | DATE | TYPE | DESCRIPTION | DESCRIPTION | | |
| MAKE | DESCRIPTION | CODE | DESCRIPTION | | | BEGIN DATE | END |
| DATE | UPDATE DATE | DATE | FACTOR | OVERTIME | RENTAL RATE | | |

HAMMR APE 100-13 31-MAR-2010 M Hammers, DEMOLITION & PILE,
 DIESEL APE D100-13 PILE
 HAMMER 01-OCT-2009 31-MAR-2010 16-SEP-2009 .25
 .77 \$194.79
 RATE INCLUDES POWERPACK.

AUGAC CHPN 2280 31-MAR-2007 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 2200/2080 MM CASING ADPTR 01-APR-2006 31-
 MAR-2007 24-OCT-2006 .56 .48 \$3.90

AUGAC CHPN 24C 31-MAR-2021 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 24 INCH CORE BARREL 01-APR-2020 31-
 MAR-2021 25-JAN-2021 .52 .52 \$1.30
 RATE PLUS CONSUMABLE BITS, IF ANY, PER INVOICE/WEAR
 ALLOWANCE.

AUGAC CHPN 24CB 31-MAR-2018 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 24 INCH CLEANOUT BUCKET 01-APR-2017 31-
 MAR-2018 08-AUG-2017 .51 .53 \$1.29
 RATE PLUS CONSUMABLE BITS, IF ANY, PER INVOICE/
 WEAR ALLOWANCE.

AUGAC CHPN 24RA 31-MAR-2021 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 24 INCH ROCK AUGER 01-APR-2020 31-
 MAR-2021 07-APR-2020 .52 .52 \$1.71

AUGAC CHPN 30CB 31-MAR-2021 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 30 INCH CLEANOUT BUCKET 01-APR-2020 31-
 MAR-2021 07-APR-2020 .52 .52 \$1.92

AUGAC CHPN 30RA 31-MAR-2021 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 30 INCH ROCK AUGER 01-APR-2020 31-
 MAR-2021 07-APR-2020 .52 .52 \$2.94
 RATE PLUS CONSUMABLE BITS PER INVOICE/WEAR
 ALLOWANCE.

AUGAC CHPN 31DB 31-MAR-2007 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 31 INCH DRILLING BUCKET 01-APR-2006 31-
 MAR-2007 23-OCT-2006 .56 .48 \$2.63
 RATE PLUS CONSUMABLE BITS PER INVOICE/WEAR
 ALLOWANCE.

AUGAC CHPN 31RA 31-MAR-2007 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 31 INCH ROCK AUGER 01-APR-2006 31-
 MAR-2007 24-OCT-2006 .56 .48 \$2.85
 RATE PLUS CONSUMABLE BITS PER INVOICE/WEAR
 ALLOWANCE.

AUGAC CHPN 36C 31-MAR-2021 M AUGER, ACCESSORIES
 CHAMPION EQUIPMENT 36 INCH CORE BARREL 01-APR-2020 31-
 MAR-2021 25-JAN-2021 .52 .52 \$1.90
 RATE PLUS CONSUMABLE BITS, IF ANY, PER INVOICE/WEAR

| LAST | DELAY | EQUIP | EQUIP | | | | |
|------------------|------------------|--------|----------------------|------------|-----|--|--|
| CLASS MAKE CODE | DATE | TYPE | CLASS DESCRIPTION | BEGIN DATE | END | | |
| MAKE DESCRIPTION | CODE DESCRIPTION | | | | | | |
| DATE | UPDATE DATE | FACTOR | OVERTIME RENTAL RATE | | | | |

RATE PLUS CARRIER.

| | | | | | | | |
|------------------|-------------|----------|----------------------------|-------------|-----|--|--|
| AUGAC BUMA T160H | 31-MAR-2014 | M | AUGER, ACCESSORIES, CHISEL | 01-APR-2013 | 31- | | |
| BUMA | | BM-T160H | | | | | |
| MAR-2014 | 22-APR-2014 | .53 | .51 | \$10.98 | | | |

RATE PLUS CARRIER.

| | | | | | | | |
|-------------------|-------------|-----------|----------------------------|-------------|-----|--|--|
| AUGAC BUMA T220CH | 31-MAR-2014 | M | AUGER, ACCESSORIES, CHISEL | 01-APR-2013 | 31- | | |
| BUMA | | BM-T220CH | | | | | |
| MAR-2014 | 22-APR-2014 | .53 | .51 | \$18.57 | | | |

RATE PLUS CARRIER.

| | | | | | | | |
|------------------|-------------|-------------|---------------------------------|------------------|-----|--|--|
| AUGAC CAIS 34193 | 31-MAR-2000 | M | AUGER ACCESSORIES, CAISSON GRAB | | | | |
| BUCKET | | | CAISSON | MKTW GRAB BUCKET | | | |
| 1.5 M | 01-APR-1999 | 31-MAR-2000 | 10-FEB-2005 | .56 | .47 | | |
| \$24.69 | | | | | | | |

RATE PLUS CARRIER.

| | | | | | | | |
|--------------------|-------------|---------------------------|--------------------|-------------|-----|--|--|
| AUGAC CHPN 1514-5 | 31-MAR-2007 | M | AUGER, ACCESSORIES | | | | |
| CHAMPION EQUIPMENT | | 1500/1400 MM CASING ADPTR | | 01-APR-2006 | 31- | | |
| MAR-2007 | 24-OCT-2006 | .56 | .48 | \$2.64 | | | |

| | | | | | | | |
|--------------------|-------------|--------------------------------|--------------------|-------------|-----|--|--|
| AUGAC CHPN 203-10 | 31-MAR-2007 | M | AUGER, ACCESSORIES | | | | |
| CHAMPION EQUIPMENT | | 203 MM TO 10 INCH STUB KELLY A | | 01-APR-2006 | 31- | | |
| MAR-2007 | 24-OCT-2006 | .56 | .48 | \$0.70 | | | |

| | | | | | | | |
|--------------------|-------------|--------------------------------|--------------------|-------------|-----|--|--|
| AUGAC CHPN 203-5 | 31-MAR-2007 | M | AUGER, ACCESSORIES | | | | |
| CHAMPION EQUIPMENT | | 203 MM TO 5 INCH STUB KELLY AD | | 01-APR-2006 | 31- | | |
| MAR-2007 | 24-OCT-2006 | .56 | .48 | \$1.17 | | | |

| | | | | | | | |
|--------------------|-------------|-------------------------|--------------------|-------------|-----|--|--|
| AUGAC CHPN 20CB | 31-MAR-2021 | M | AUGER, ACCESSORIES | | | | |
| CHAMPION EQUIPMENT | | 20 INCH CLEANOUT BUCKET | | 01-APR-2020 | 31- | | |
| MAR-2021 | 07-APR-2020 | .52 | .52 | \$0.95 | | | |

AUGAC AUGF 24X10 30-JUN-1994 M AUGER ACCESSORIES, FLITE
 FLITE 24"DIA X 10'W/O TEE. 01-JAN-1980 30-
 JUN-1994 10-FEB-2005 .56 1.00 \$0.39

AUGAC AUGF 24X5 31-MAR-2019 M AUGER ACCESSORIES, AUGER FLITE
 FLITE 24-INCH DIA.X5' AUGER FLITE 01-APR-2018 31-
 MAR-2019 08-MAY-2018 .52 .52 \$0.75
 REPLACEMENT BITS BY INVOICE.

~~AUGAC AUGF 30X5 31-MAR-2020 M AUGER ACCESSORIES, CORE BARREL
 FLITE 30-INCH X 5-FOOT W/ TEETH 01-APR-2019 31-
 MAR-2020 18-JUN-2019 .52 .52 \$1.80
 REPLACEMENT BITS BY INVOICE/WEAR ALLOWANCE.~~

AUGAC AUGF 30X6WOT 31-MAR-1991 M AUGER ACCESSORIES
 FLITE 30"DIA.X 6'W/O TEETH 01-APR-1990 31-
 MAR-1991 10-FEB-2005 .50 1.00 \$0.50

AUGAC AUGF 30X9 31-MAR-2020 M AUGER ACCESSORIES, FLITE
 PENG0 30 IN DIA. X 9 FT FLITE 01-APR-2019 31-
 MAR-2020 15-AUG-2019 .52 .52 \$2.22
 RATE PLUS CARRIER.

AUGAC AUGF 36X5 31-MAR-2019 M AUGER ACCESSORIES, FLITE
 DESCO DRILLING EQUIP 36-IN X 5' 01-APR-2018 31-
 MAR-2019 09-JUL-2018 .52 .52 \$1.30

AUGAC AUGF 36X6WOT 31-MAR-1987 M AUGER, ACCESSORIES
 FLITE 36"DIA.X 6'W/O TEETH 01-APR-1986 31-
 MAR-1987 10-FEB-2005 .50 1.00 \$3.75

AUGAC AUGF 42R 31-MAR-2021 M AUGER ACCESSORIES, AUGER FLITE
 PENG0 42R 72L- ROCK AUGER W/ 42 IN D 01-APR-2020 31-
 MAR-2021 25-JAN-2021 .52 .52 \$2.40
 RATE PLUS REPLACEMENT BITS BY INVOICE/WEAR
 ALLOWANCE.

AUGAC AUGF 42X10 31-MAR-2004 M AUGER ACCESSORIES, AUGER FLITE.
 MICHAEL BYRNE MFG. 42" DIA X 10 LF 01-APR-1999 31-
 MAR-2004 10-FEB-2005 .56 .48 \$0.63

AUGAC AUGF 48X10 31-MAR-2007 M AUGER, ACCESSORIES, FLIGHT
 AMERICAN AUGERS 48INCHX10FT AUGER FLIGHT 01-APR-2006 31-
 MAR-2007 02-AUG-2007 .56 .48 \$0.91

SALES ORDERSales Order Number: **SO-59164**

Sales Order Date: 04/28/21

Page: 1

This is an order confirmation. An invoice will follow.**Sold To**

Superior Shoring and Drilling
 Lynne Stelfox
 DBA: McMahon Engineering Constructio
 634 Rock Springs Rd
 ESCONDIDO, CA 92025

Shipping To:

Superior Shoring and Drilling
 Lynne Stelfox
 DBA: McMahon Engineering Const
 634 Rock Springs Rd
 ESCONDIDO, CA 92025

Order Details

| Item No. | Description | Unit | QTY | Unit Price | Total Price | Currency |
|------------|-------------------------|------|-----|------------|-------------|----------------|
| | | | | | | US \$ if Blank |
| PE-C-387BF | C-387BF/SM02/SC1-01 BIT | Each | 1 | 7.10 | 7.10 | |

Order Totals

| | Gross | Tax Rate | Total Sales Tax: | Total | Currency |
|---------------------------|-------------|----------|------------------|-------------|----------------|
| | | | | | US \$ if Blank |
| Amt Subject to Sales Tax | 7.10 | 7.75% | 0.55 | 7.65 | |
| Amt Exempt from Sales Tax | 0.00 | | | 0.00 | |
| Total | 7.10 | | 0.55 | 7.65 | |

This is an order confirmation. An invoice will follow.**Our Reference and Contact Information**

| | | | |
|-------------|-----------|------------|------------------|
| Customer ID | C55370 | Phone No.: | 206-762-3550 |
| SalesPerson | Mike Hagy | Fax No.: | 206-763-4232 |
| Ship Via | | Email: | AR@PacoEquip.com |
| Ship Date | 04/28/21 | | |

Customer Reference Information

| | |
|-------------|----------|
| P.O. Number | |
| P.O. Date | 04/28/21 |