

**CITY OF SIGNAL HILL**

**AGREEMENT FOR GENERAL SERVICES**

**Citywide Pavement Maintenance Services Master Agreement**

**1. PARTIES AND DATE**

This Master Agreement for Street Pavement Maintenance Services (“Agreement”) 9<sup>th</sup> day of June, 2026 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 (“City”) and Paveco Construction Incorporated, a California Corporation with its principal place of business at 5049 Bleecker St., Baldwin Park, CA 91706 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Street Maintenance Services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Street Pavement Maintenance Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Master Agreement for Street Pavement Maintenance Services** (“Project”) as set forth in this Agreement.

2.3 Incorporation of Documents.

If applicable, this Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Notice Inviting Proposals, Request for Proposals, and Contractor’s Proposal.

**3. TERMS**

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

### 3.1.2 Term.

The term of this Agreement shall be from July 1, 2026 to June 30, 2027 unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to extend the term of this Agreement for no more than four additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### 3.2.2 Schedule of Services/Time for Performance.

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party

shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to City, or who are determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Gregory Fleming, President

3.2.5 City's Representative. City hereby designates the Public Works Director and/or Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Gregory Fleming, President, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from City, any

services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Labor

(a) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Acknowledgment of Employment Relationship. Contractor shall provide each of its employees who it assigns to provide the Services with a copy of the "ACKNOWLEDGMENT OF EMPLOYMENT RELATIONSHIP" attached hereto as Exhibit D ("Acknowledgment"). Each employee who provides the Services must execute the Acknowledgment before Contractor may permit the employee to provide Services for City. Contractor shall provide a copy of each executed Acknowledgment to City upon City's request.

(e) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

### 3.2.11 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$2,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$2,000,000 each accident.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(4) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

(c) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance and (iv) Contractor's Pollution Liability shall be endorsed to provide the following:

(1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

(2) Products/completed operations. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for 10 years from the date of substantial completion of the project or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed

Operations coverage.

- (3) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (4) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (5) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.
- (6) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (7) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (8) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(e) Evidence of Insurance. Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

(g) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Dollars (\$1,000,000) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

(a) Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to City through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(b) Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

(c) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Paveco Construction Incorporated  
5049 Bleecker Street  
Baldwin Park, CA 91706  
Attn: Gregory Fleming, President

**City:**

City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
Attn: Margarita Beltran, Contracts Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

### 3.6 Independent Contractors and Subcontracting

3.6.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

**SIGNATURE PAGE FOR AGREEMENT  
FOR GENERAL SERVICES  
BETWEEN THE CITY OF SIGNAL HILL  
AND PAVECO CONSTRUCTION INCORPORATED**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**CITY OF SIGNAL HILL**

**PAVECO CONSTRUCTION  
INCORPORATED**

By: \_\_\_\_\_  
Carlo Tomaino  
City Manager

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]  
[If Corporation, TWO  
SIGNATURES, President **OR** Vice  
President **AND** Secretary **OR**  
Treasurer **REQUIRED**]

**ATTEST:**

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

By: \_\_\_\_\_  
Daritza Gonzalez  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

#### General Scope of Work

The scope of work consists of providing on-call as needed street, sidewalk, and public right-of-way maintenance and repair services throughout the City. The Contractor shall furnish all labor, materials, tools, equipment, transportation, traffic control, and incidentals necessary to perform the work as directed by the City. The selected contractor will be awarded the contract with a "not to exceed amount" and established prices for labor, equipment, and materials.

Typical work may include, but is not limited to:

- Micro-surfacing
- Slurry seal (Type II)
- Asphalt concrete patching and pothole repair
- Crack sealing
- Grinding and asphalt concrete overlay (as needed)
- Removal and replacement of sidewalks, curb and gutter, cross gutters, and drive approaches
- ADA curb ramps and associated improvements
- Adjustment of utility covers, valve boxes, and manholes to grade
- Pavement markings, striping, markers, and traffic loop detectors
- Surface preparation, cleaning, and disposal of materials
- Traffic control, public notification, and coordination with utilities and agencies

Work locations, quantities, and specific treatments will vary and will be determined by the City based on maintenance needs. The City reserves the right to determine the type, extent, and timing of all work performed under this Contract.

#### Master Agreement Contract Structure

This Contract is a unit price, as-needed maintenance Master Agreement Contract. The bid schedule establishes unit prices and/or lump sum pricing for various work items; however, no specific quantities or scope of work are guaranteed. Work will be authorized by the City through individual Task Orders and/or Change Orders, which will define:

- Scope of work
- Location
- Quantities
- Schedule

The Contractor shall not perform any work without prior written authorization from the City.

The City does not guarantee a minimum amount of work under this Contract.

#### Contract Term and Compensation

The initial term of this Agreement shall be one (1) year from the date of execution. The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term. The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years. Compensation for work performed under this Contract shall be based on the unit prices and/or lump sum amounts established in the Contract documents.

For each Task Order or Change Order:

- Only the specific work items and quantities authorized will be compensated
- Not all bid items included in the Contract will be utilized on every Task Order
- Payment shall be based on:

- Actual quantities of work performed at the bid unit prices, or
- An agreed-upon lump sum amount, if approved in advance by the City

Any reference in these specifications to “full compensation,” “lump sum payment,” or similar language shall be interpreted to mean full compensation for that specific item of work only when it is included in an authorized Task Order or Change Order, and shall not imply that the item will be performed or paid on a lump sum basis for the entire Contract. Unit prices and lump sum amounts shall include full compensation for all labor, materials, equipment, overhead, profit, and incidentals necessary to complete the work.

## **Work Request Procedure**

### Routine Construction, Maintenance and Repair Services

The selected contractor(s) will be asked to provide written proposal for each individual task upon request by the City. Unit prices shall be based on the established contract unit prices and/or agreed-upon lump sum pricing. The Contractor shall submit a written proposal within seven (7) calendar days following receipt of the City’s request, unless otherwise directed. Upon approval by the City, a Notice to Proceed (NTP) will be issued for the specific Task Order. Upon issuance of the NTP, the work shall be scheduled with a minimum of seven (7) business days’ notice, unless otherwise authorized. The Contractor shall provide documentation of all work performed, including Daily Reports, quantities, labor, equipment, and materials used.

### Immediate Repair Services

Immediate repair services may be requested via telephone by the Public Works Director or his designee. Immediate repair requests may occur at any time including nights, weekends and holidays. A 24-hour response time is required with possible exceptions to be determined by City staff. Work shall generally be performed on a unit price basis in accordance with the bid schedule. Time and Materials (T&M) work may be authorized by the City for emergency or immediate repair services and may proceed without a prior written quote when directed by the City. All traffic controls, equipment and materials will be provided by the contractor. Documentation of work by the selected contractor is required. Daily Report of all activities, findings and solutions shall be provided along with the T&M sheets for all projects. Schedule changes must be submitted as soon as possible and/or when unexpected conflicts arise.

## **Performance Standards**

All work shall be planned, executed, and completed in accordance with the most recent version of the Standards for Public Works Construction and the City of Signal Hill Standards. All traffic control measures shall follow the latest Edition of the CA MUTCD guidelines. The Contractor shall maintain a valid Class A Contractor’s License throughout the duration of the Contract.

## **Materials**

Unless provided by City staff, all materials furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. Both materials and workmanship shall be subject to inspection and approval by the City.

## **Safety**

All work performed to complete scope of work herein shall be performed in a manner to provide maximum safety to the public, and where applicable, shall comply with all applicable safety standards and regulations included requirements by CAL-OSHA. All precautions shall be taken

for health, safety and property damage in responding to all requests for services. The City of Signal Hill Public Works Department will monitor conditions that may impact the safety of the infrastructure and customers. Direction may be given by a Public Works Department staff member to maintain safety, but compliance with all safety regulations is the responsibility of the contractor. The Public Works Director or his designee reserves the right to issue a restraint or cease and desist order to the Contractor when unsafe or harmful acts are observed, or reported, relative to performance of scope of work.

### **Environmental**

The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor personnel and the public during the performance and execution of the work in this contract. Where applicable, the Contractor will comply with all federal, state, regional, and local environmental regulations in force during the period of this agreement. Any violation of these rules and requirements, unless promptly corrected as directed by the City, shall be grounds for termination of this agreement.

### **Subcontractors**

The selected contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty contractors. Subcontractors may not be responsible for more than 50% of the total work on any given project requested under this Master Agreement. All subcontractors must be listed in the contractor's proposal. The selected contractor shall not grant any work to an unlisted subcontractor(s) without prior approval from the City. The selected contractor and all listed subcontractors shall comply to all licenses, certifications, registrations and requirements set forth in the RFP documents and master agreement. The selected contractor shall be fully responsible to the City for the performance of their subcontractors and staff either indirectly or directly employed by them.

### **Rates**

All work performed between the hours of 7:00 AM and 5:00 PM, Monday to Friday, shall be considered straight time. Work outside these hours shall be considered premium time and must be approved in advance by the City. If the contractor anticipates billing or utilizing premium time rates for the City due to union arrangements or other reasons, such arrangements shall be communicated to the City at the time of the call-out or during the initial communication between the City and the Contractor when the Contractor is tasked with the specific assignment. Unauthorized premium time work will be compensated at standard rates.

### **Invoices**

Invoices pertaining to work conducted directly by the prime contractor must be consolidated into a single submission, supported by comprehensive documentation shall include timesheets, hourly rates, hours worked, number of workers, material receipts, and rental receipts. These documents are to be furnished within two weeks from the completion of the respective job. In instances where work is accomplished in collaboration with subcontractors, the contractor is expected to provide all relevant documents within three weeks. In scenarios where services extend beyond a four-week duration, monthly progress invoices will be required. Each invoice shall clearly reference the applicable approved Task Order number and include the dates of work, labor hours (straight and overtime), number of workers, and certified payroll, as applicable.

## Special conditions

### Slurry Seal

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water, and when specified, accelerator or retardant and is herein referred to as slurry. Mixing and spreading of slurry shall be described in Subsection 302-4 of the Standard Specifications. The Materials for emulsion-aggregate slurry shall conform to Subsection 203-5 of the Standard Specifications. The ingredients of the slurry shall conform to the following:

- a. Emulsified asphalt shall be of a slow set or a quick set type conforming to the requirements for SS1h or CSS1h of Subsections 203-1.3, "Test Reports and Certification" and 203-3.2, "Testing Requirements" of the Standard Specifications. The cement mixing test will not be required for quickset anionic and cationic emulsified asphalt.
- b. The accelerator or retardant for quick setting emulsion shall be a type approved by the Engineer. The amount of accelerator or retardant to be included in the slurry shall be that amount necessary to ensure the applied slurry can support vehicular traffic within sixty (60) minutes after application.
- c. Water shall be clean, potable and compatible with the other ingredients of the slurry mixture.
- d. Aggregate shall be rock dust or other mineral aggregates approved by the Engineer and shall conform to the requirements of Section 200 of the Standard Specifications. The aggregate shall have a minimum sand equivalent of forty-five (Test Method No. California 217) and shall not have a moisture content in excess of four (4) percent weight.

The grading of the combined aggregate and percentage of emulsified asphalt shall be Type II in accordance with the requirements of Subsection 203-5.3, "Composition and Grading" of the Standard Specifications.

The upgrading of the combined aggregate and the percentage of emulsified asphalt shall be such as to conform to the requirements indicated in the following tabulation:

Sieve Size	Type II % passing
3/8"	100
#4 (4.76 mm)	90-100
#8 (2.38 mm)	65-90
#16 (1.19 mm)	45-70
#30 (600 microns)	30-50
#50 (300 microns)	18-36
#100 (150 microns)	10-24
#200 (75 microns)	5-15
Emulsified Asphalt, % of Aggregate Weight	14-18
Residual Asphalt, % of Aggregate Weight	7.5 min.

All required materials testing will be arranged for by the City. The cost of materials testing shall be borne by the City. The cost for any retesting as a result of the Contractor's failure to meet the requirements of the Specifications shall be charged to the contractor and withheld from final

payment.

#### Mixing and Equipment

Mixing shall be performed by continuous-flow mixer. All aggregate particles shall be uniformly saturated and coated with asphalt. The slurry mixer shall be a multi-blade or spiral continuous-flow unit in good working condition capable of delivering accurately a predetermined proportion of aggregate, water, emulsion and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to assure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the Agency, current licensed weighmaster's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall apply the slurry using a minimum of two continuous mixers available and a coordinator at all times with at least one competent quick-set-mixing man, one driver and sufficient laborers.

#### Street Surface Preparation

Immediately prior to the application of the slurry seal and subject to the approval of the Engineer, the street surface shall be thoroughly cleaned of all foreign material such as, but not limited to, leaves, sand, gravel and dirt. The method of street cleaning shall be by power vacuum broom and hand broom sufficient to provide for a bond between the existing pavement surface and the slurry seal.

Extensive oil and grease spots shall be removed before applying the slurry. An industrial detergent shall be used to scrub such spots away. The Contractor shall prevent any cleaner from entering the storm drain system. The Contractor shall be required to seal these areas with an acceptable sealant prior to the slurry placement.

Growing vegetation shall be removed from cracks in pavement and at the interface of pavement and gutter prior to sweeping. To facilitate the cleaning operations, the Contractor shall use a weed spray (Roundup or approved equivalent) two (2) weeks prior to slurry operations.

All vegetation and debris removed from the roadway surface shall be disposed of in accordance with Section 7-1.13, "Disposal of Materials Outside of the Highway Right-of-Way" of the Standard Specifications.

Payment for "Emulsion Aggregate Slurry (Type II)" shall be on a square foot unit price basis and shall be considered full compensation for furnishing labor, equipment and materials to provide emulsion aggregate slurry seal including removal of vegetation and for cleaning the existing pavement, including flushing with water and for disposing of all material removed from the roadway surfacing and for manhole, valve, street monument covers and pavement marker protection and for furnishing and applying weed spray and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

## **Crack Sealant**

### Small Crack Sealant

Small crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete up to 1" wide.

The small crack sealant material shall comply with section 37-6.02 MATERIALS of the CalTrans Standard Specifications 2018 edition. Type 1 for Residential/Local Streets and Type 2 for Major Streets and larger. Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

### Large Crack Sealant

Large crack sealant material shall consist of an asphaltic emulsion mixture used for filling/sealing cracks in asphalt concrete 1-2" wide.

Material shall be per Caltrans Authorized Material List for Asphalt Concrete Pavement Crack Treatment or equal approved by the Engineer.

### Site Preparation

Treat cracks from ¼ to 2 inch in width for the entire length of the crack. All cracks to be sealed shall be completely clean, dry, and free of all loose material, vegetation, and any other foreign substance which may cause the sealant not to adhere to the crack wall.

The Contractor shall treat all vegetation within the limits of the paved area to receive surface seal treatment with a post emergent herbicide. Herbicide shall be applied at least 5 (five) working days prior to sealing the street. Allowance for the five-day period shall be shown in the schedule required per Section 6-1, Construction Schedule and Commencement of the Work.

Cracks shall be cleaned using a hot compressed air lance (HCL) apparatus. The Contractor shall clean and dry all cracks with the HCL immediately before sealing. Air exiting the lance shall be heated to a temperature sufficient enough to remove the oxidized surface from the crack walls. The HCL shall meet the following requirements:

- Compressed air capacity: 90 PSI min.
- Heated air temperatures: 600 F to 2,200 F
- Exit heated air: 1,000 ft/sec.
- Propane: 5 to 20 PSI

The joints and cracks shall be inspected and approved by the Engineer prior to placing the crack sealant material. Final joint and crack cleaning will be the same day of the sealing operation except as otherwise approved by the Engineer or his designee.

### Application:

Small Cracks (1/4 – 1" wide)

Sealant shall be prepared and applied to the pavement cracks in conformance with all manufacturers' instructions except where noted otherwise in this document.

- Sealant shall be applied when the pavement surface temperature is greater than 50°F.

- Containers of hot-melt rubberized sealant shall be delivered to the job-site in unopened containers that are clearly marked with data showing the manufacturer's name, the product designation and the manufacturer's batch number and lot numbers.
- The hot-melt rubberized asphalt shall be melted in a jacketed, double boiler type melting unit.
- Application of the hot-melt sealant shall be made with a pressure feed applicator or pour pot.
- Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or entrapping air pockets.
- Apply crack treatment with a nozzle inserted into the crack. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The overband shall not exceed 1" on either side of the crack.
- If after two days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treat the crack.
- Immediately remove crack treatment material that is spilled or deposited on the pavement surface. - Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment on the traveled way.
- Sweep up excess sand before opening to traffic.

Large Cracks (1 – 2" wide):

Sealant shall be installed per the manufacturer's recommendations.

Payment for "Crack Seal" shall be on a lump sum price basis and shall be consider full compensation for furnishing labor, equipment and materials for crack sealing cracks from 1/4" to 2" within project limits, per these specifications and no additional compensation shall be allowed, when such work is included in an authorized Task Order or Change Order.

### **Micro-Surfacing**

Micro-surfacing shall consist of the application of a polymer-modified asphalt emulsion mixture composed of mineral aggregate, water, additives, and mineral filler, as required, to an existing asphalt concrete pavement surface. Work shall include surface preparation, crack treatment, mixing, placement, and all labor, materials, equipment, and incidentals necessary to complete the work as directed by the City.

Micro-surfacing work shall conform to Section 302-3, "Micro-Surfacing," of the Standard Specifications, as modified herein. Aggregate shall be Type II and shall conform to Subsection 200-1.8 of the Standard Specifications. The polymer-modified asphalt emulsion, mineral filler, water, and additives shall be compatible and meet all applicable Standard Specification requirements.

### **Mixing, Spreading and Application**

Micro-surfacing shall be applied using a continuous-flow mixing unit capable of accurately proportioning all components. The application rate shall generally be 18 to 20 pounds per square yard (dry aggregate weight), unless otherwise directed by the City based on field conditions. The finished surface shall be uniform, free from streaks, segregation, or excessive buildup, and shall provide a smooth riding surface.

### Surface Preparation

Immediately prior to application, the pavement surface shall be thoroughly cleaned of all dirt, debris, vegetation, oil, grease, and other deleterious materials. Surface preparation shall include sweeping, power brooming, and any additional cleaning necessary to ensure proper bonding of the micro-surfacing to the existing pavement. The Contractor shall submit a proposed mix design and application rate for review and approval by the City prior to placement.

### Crack Treatment

Crack sealing and crack filling shall be performed prior to micro-surfacing operations, as directed by the City. All cracks between approximately 1/8 inch and 1 inch in width that are not designated for removal and replacement shall be cleaned and filled with an approved asphalt emulsion crack sealing material. Cracks shall be cleaned to remove all debris, vegetation, and loose material to ensure proper adhesion of the sealant. The Contractor shall allow sufficient curing time for crack sealant materials prior to placement of micro-surfacing.

### Localized Pavement Repairs

Prior to micro-surfacing, the Contractor may be required to perform localized pavement repairs, including pothole repair, dig-outs, or asphalt patching, as directed by the City. All failed areas shall be addressed prior to application of micro-surfacing to ensure a stable surface.

### Field Conditions and Application Requirements

The Contractor shall not apply micro-surfacing under unsuitable weather conditions, including when pavement surfaces are wet, when rain is imminent, or when temperatures are outside manufacturer recommendations. The applied micro-surfacing shall be capable of supporting vehicular traffic within a reasonable time, typically within one (1) hour, unless otherwise approved by the City.

Payment for "Micro-Surfacing" shall be on a square yard basis and shall be considered full compensation for furnishing all labor, materials, equipment, surface preparation, crack treatment, mixing, placement, traffic control, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

### **Asphalt Concrete Pavement Repair**

Before starting work on this item, the City shall mark or otherwise designate areas for asphalt pavement repair. The Contractor shall perform sawcutting, removal, and disposal of existing asphalt concrete and underlying materials as necessary to complete the repair. The required depth of removal and structural section shall vary based on field conditions and will be determined by the City. The Contractor may be required to perform exploratory potholing, proof-rolling, or other field investigation methods to evaluate existing pavement section and subgrade conditions. Based on these findings, the City will determine and direct the appropriate repair section.

Typical pavement repair sections may include, but are not limited to:

- Partial-depth asphalt concrete repair
- Full-depth asphalt concrete removal and replacement

- Placement of crushed miscellaneous base and asphalt concrete as directed

Where a full-depth repair is required, a typical section may consist of up to 6 inches of asphalt concrete over up to 8 inches of crushed miscellaneous base, unless otherwise directed by the City. Crushed miscellaneous base shall conform to Subsection 200-2.4, "Crushed Miscellaneous Base," of the Standard Specifications. Asphalt concrete pavement repair shall conform to Subsection 203-6, "Asphalt Concrete," and shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement," of the Standard Specifications, as modified herein. Asphalt type shall be B2-PG 64-10. Tack coat shall be required and uniformly applied to all existing surfaces to receive asphalt concrete, including vertical faces, in accordance with Subsection 302-5.4, "Tack Coat." All repairs shall be completed to match existing grades and provide a smooth, flush transition with adjacent pavement.

Payment for "Asphalt Pavement Repair" shall be on a square foot basis and shall be considered full compensation for sawcutting; removal and disposal of existing pavement and base; placement and compaction of asphalt concrete and base materials as directed; preparation and placement of tack coat; and all labor, materials, equipment, and incidentals necessary to complete the work, when such work is included in an authorized Task Order or Change Order.

#### **Adjust water/gas/utility valve box, cover and sleeve to grade**

The Contractor shall adjust water valve, gas valve, and utility valve boxes and cover to grade. The work shall include protection; removal and/or raising or lowering of the valve box and cover, setting the valve box and cover to grade, and forming pavement or other constructed work around the valve box. The work may include sawcutting, removal and proper disposal of removed materials, and replacement with a new box or cover to be provided by others. The finished adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If a valve box or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency.

The Contractor shall verify in the field with the Water Department the actual quantity and locations of the water valve box and cover adjustments. The Water Department will provide the Contractor with new utility covers, in lieu of existing damaged covers, to install and adjust to grade.

The Contractor shall remove all debris from within valve sleeves. Additional adjustments shall be necessary to keep the valve lid level with the surrounding pavement as the pavement is lowered and raised during the construction process.

Payment for "Adjust valve to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust valve box, cover, and sleeve to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

#### **Adjust manhole frame and cover to grade**

The Contractor shall adjust manhole frame and cover to grade. The work shall include protection, removal and/or raising or lowering the frame and cover, setting the frame and cover to grade, and forming pavement or other constructed work around the manhole frame and cover. The work may include saw-cutting, removal and proper disposal of removed material, adjusting manhole step, and replacement or reconstruction of frame and cover to be provided by others. The finished

adjustment shall be flush to adjacent surfaces and of sufficient strength to support anticipated traffic. All utility adjustment work and safety requirements shall be coordinated by the contractor with the appropriate utility agency. If the frame or cover is to be replaced, the Contractor shall coordinate said replacement with the appropriate utility agency. Additional adjustments shall be necessary to keep the frame and cover level with the surrounding pavement.

Payment for "Adjust manhole to grade" shall be price per each and shall be considered full compensation for furnishing labor, materials, equipment and all work necessary to adjust manhole to grade and no additional compensation will be allowed therefore, when such work is included in an authorized Task Order or Change Order.

### **Traffic Loop Detectors**

Loop Detectors shall be Type D or E. Loop wire per Revised Caltrans Standard Plans ES-5B. Conductors for each inductive loop detector shall be continuous and unspliced from the installed loop to the pull box.

Loops shall be installed on the same day as which the loop slots are cut. This shall include placement of the loop conductors and appurtenances, splicing loops to existing detector loop cable and sealing of sawcut slots. Loops shall be sealed with a hot melt rubberized sealant. Loop activated traffic signal operations shall be restored within one week of completion of installation of ARHM in that area.

Payment for "Type E Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

Payment for "Type D Inductive Vehicle Detector Loops" shall be on an each unit price basis and shall include full compensation for furnishing all labor, tools, equipment, materials and incidentals, including sawcutting and sealing, necessary to provide and install loop detectors as specified herein, when such work is included in an authorized Task Order or Change Order.

### **Traffic striping, markings and signage**

Traffic striping, legend, and pavement markers within the area of work shall be installed in accordance with the improvement plan, the State Standard Specifications, Sections 84 and 85, Revised Standard Plans A20A to A20E, and Standard Plans A24A to A24F.

Traffic striping, legend markings, and stop limit/crosswalk lines shall be thermoplastic otherwise called for on the plans. All lane line, centerline and edge line widths shall be 4". All pavement markers shall be adhered with "epoxy"; Bituminous adhesive will not be accepted.

Blue raised retro-reflective bidirectional pavement marker shall be installed 6 inches off the street centerline at each fire hydrant, on the fire hydrant side of the roadway per California MUTCD section 3B.11 and figure 3B-102 (CA). Installation of Blue Reflectorized Pavement Markers including Pavement Markers across fire hydrants shall be considered as included in the lump sum for this item of work.

Pavement shall be temporarily striped and tabbed within 24 hours upon completion of pavement

grinding operation and installation of AC leveling course. Pavement shall be temporarily striped and tabbed a second time within 24 hours after installation of ARHM.

The Contractor shall perform all layout, alignment, and spotting. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 1/2 inch in 40 feet from the alignment shown on the plans. The Contractor shall mark or otherwise delineate the new traffic lanes and pavement markings within 24 hours after the removal or covering of existing striping or markings. No street shall be without proper striping over a weekend or holiday. Stop bars shall not remain unpainted overnight.

Payment for "Traffic Striping" shall be on a lump sum price basis and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to complete the construction, including removing existing traffic striping and markings, installing traffic striping, pavement legends, markings, markers and blue raised markers for fire hydrant all in place as shown on exhibits and no additional compensation will be allowed therefor, when such work is included in an authorized Task Order or Change Order.

## **EXHIBIT "B"**

### **SCHEDULE OF SERVICES**

Contractor shall perform all services with the term of the Agreement and in accordance with timeframes for the specific services set forth under Exhibit "C" as well as the schedule(s) to be developed by Contractor and subject to the written approval of the City. City shall review Contractor's performance prior to the expiration of the Term. Within six months prior to conclusion of the Term, the City, in its sole discretion, may agree to extend the Term of this Agreement as set forth in Section 3.1.2 and upon mutual agreement in writing by the Parties. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates of compensation may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties for the prior year.

## EXHIBIT "C"

### COMPENSATION

- The total compensation under this Agreement shall not exceed One Million Dollars (\$1,000,000) for the initial one-year term.
- The Agreement may be renewed for up to four (4) additional one-year terms, for a maximum total term of five (5) years.
- In the event this Agreement is renewed, the rates of compensation may be adjusted at the time of each renewal, subject to mutual written agreement of the Parties. Any increase in rates shall not exceed the percentage change in the Consumer Price Index (CPI), All Urban Consumers, Los Angeles–Riverside–Orange County region, for the most recent twelve (12) month period available at the time of renewal.
- Contractor shall submit certified payroll records with invoices for City records and upload on DIR website. Labor calcification should be similar with Certified Payroll Records submitted to the DIR.
- For work entirely executed by the prime contractor, a 15% markup encompassing overhead, profits, and bonds shall be applied to the prime contractor's actual labor and material expenses, serving as the sole compensation for all forms of overhead, bonds and profit within the work order.
- For subcontractor-performed tasks, the prime contractor is eligible for a 10% markup on the subcontractor's actual costs, covering the totality of overhead, bonds, and profit. The subcontractor is entitled to apply a 10% markup to their actual expenses, covering the totality of overhead, bonds, and profit.
- Payment for straight time and premium rates, and the equipment rates that the contractor provides herein may be used for Time and Material Work, Crew Rate Work, or Immediate Response Work at the sole discretion of the City.
- Standard Pricing includes all labor, equipment, materials and mobilization costs.
- Contractor may include additional rates as attachment

Classification	Straight Time (\$/hr)	Premium Time (\$/hr)
Superintendent	\$175.00	\$240.00
Foreman	\$160.00	\$215.00
Equipment Operator	\$160.00	\$215.00
Laborer	\$122.50	\$160.00
Four-Man Crew: Skip Loader, Dump Truck, 3-5 Ton Roller, Flatbed, w/Compressor & Tools	\$1,000.00	\$1,185.00

ASPHALT			
	Quantity	Unit	Unit Price
Asphalt (2" removal and replacement)	100-500	SF	\$27.50
	501-2,000		\$17.50
	2,001-5,000		\$10.00
	5,001- 15,000		\$7.50
	15,001-30,000		\$5.50
	30,001-50,000		\$4.75
	50,001-100,000		\$4.50
	100,001 and up		\$4.25
	Asphalt (4" removal and replacement)		100-500
501-2,000		\$22.50	
2,001-5,000		\$17.00	
5,001- 15,000		\$12.00	
15,001-30,000		\$10.00	
30,001-50,000		\$9.25	
50,001-100,000		\$9.00	
100,001 and up		\$8.75	
Asphalt (6" removal and replacement)		100-500	SF
	501-2,000	\$27.50	
	2,001-5,000	\$21.50	
	5,001- 15,000	\$16.25	
	15,001-30,000	\$14.00	
	30,001-50,000	\$13.25	
	50,001-100,000	\$13.00	
	100,001 and up	\$12.75	
	Asphalt (8" removal and replacement)	100-500	
501-2,000		\$32.50	
2,001-5,000		\$26.00	
5,001- 15,000		\$20.50	
15,001-30,000		\$18.00	
30,001-50,000		\$17.25	
50,001-100,000		\$17.00	
100,001 and up		\$16.75	

SLURRY SEAL			
	Quantity	Unit	Unit Price
Crack Seak and Emulsion Aggregate Slurry (Type II)	0-10,000	SF	\$3.50
	10,001-50,000		\$1.05
	50,001-100,000		\$0.60
	100,001 – 500,000		\$0.35
	500,001 and up		\$0.30

MICROSURFACING			
	Quantity	Unit	Unit Price
Micro-Surfacing (Type II)	0-5,000	SY	\$10.25
	5,001-10,000		\$6.55
	10,001-50,000		\$4.35
	50,001-100,000		\$3.95
	100,001 and up		\$3.85

CONCRETE			
	Quantity	Unit	Unit Price
Concrete Cross-Gutter (Removal and Replacement 8" thick)	10-100	SF	\$65.00
	101-500		\$55.00
	501 and up		\$45.00
type "A-2" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$110.00
type "A" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "D" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00

type "D-2" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "D-1" curb and gutter (Removal and replacement)	10-100	LF	\$150.00
	101-500		\$125.00
	501 and up		\$115.00
type "B" curb (Removal and replacement)	10-100	LF	\$110.00
	101-500		\$85.00
	501 and up		\$75.00
4" sidewalk (removal and replacement)	10-100	SF	\$47.50
	101-500		\$35.00
	501-1000		\$27.50
	1,001-5,000		\$22.50
	5,001 and up		\$20.00

STRIPING (Two coats paint)			
	Quantity	Unit	Unit Price
4" skip line	1 and up	LF	\$1.85
4" solid line	1 and up		\$1.85
8" solid line	1 and up		\$2.60
double yellow	1 and up		\$3.10
crosswalk	1 and up		\$4.35
arrow, stop legend	1 and up	EA	\$250.00

MISCELLANEOUS			
	Quantity	Unit	Unit Price
Utility valve - adjust to grade	1 and up	EA	\$950.00
Sewer manhole - adjust to grade	1 and up		\$3,250.00
Type D Inductive Vehicle Detector Loop	1 and up		\$1,150.00
Type E Inductive Vehicle Detector Loop	1 and up		\$1,150.00
Crushed Miscellaneous Base (Placement and Compaction)	1 and up	CY	\$250.00

