

CITY OF SIGNAL HILL

THIRD AMENDMENT TO STREET AND ALLEY MAINTENANCE AND IMMEDIATE REPAIR SERVICES

1. PARTIES AND DATE.

This Third Amendment to the Agreement for Street and Alley Maintenance and Immediate Repair Services ("Third Amendment") is entered into on the 11th day of August, 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 Gentry General Engineering Incorporated, a California Corporation, with its principal place of business at 320 W Tropica Ranch Rd. Colton, CA 92324 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Street and Alley Maintenance and Immediate Repair Services dated August 27, 2024 and expiring on August 26, 2025, including a total compensation not to exceed \$450,000. ("Agreement").

2.2 First Amendment. The Parties amended the Agreement on July 8, 2025, in order to increase the total compensation under the Agreement not to exceed \$550,000.

2.3 Second Amendment. The Parties amended the Agreement on August 26, 2025, in order to extend the term of the Agreement to expire on August 26, 2026, thereby exercising the first of three optional one-year term extensions available under the Agreement, revise the insurance requirements, and modify the rates of compensation.

2.4 Extra Work Authorization. Pursuant to Section 3.3.4 of the Agreement, on June 23, 2025, the City's Public Works Director authorized Contractor to perform Extra Work in the amount of \$30,070.65 for immediate curb and gutter flow and well 10 site improvements and on June 15, 2026 in the amount of \$33,891 for immediate sidewalk and pavement repairs on Willow Street; both necessary for the completion of the Project but that the Parties did not anticipate upon execution of the Agreement.

2.5 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on August 26, 2027, thereby exercising the second of three optional one-year term extensions available under the Agreement, increase the rates of compensation, and increase the total compensation under the Agreement by an additional \$250,000 for a total compensation not to exceed \$863,961.65 to account for the previously authorized Extra Work and provide compensation for the extended term of the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from August 27, 2024 to August 26, 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 one (1) additional one-year term. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.”

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit 'C,' attached hereto as Attachment '1' and incorporated herein by reference. The total compensation under this Agreement, including the previously authorized Extra Work described in Recital 2.4, shall not exceed EIGHT HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND SIXTY-FIVE CENTS (\$863,961.65). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and in the manner set forth in this Agreement.”

3.3 Rates of Compensation. Exhibit “C” of the Agreement regarding the rates of compensation is hereby amended in its entirety and replaced in the form of Attachment “1” to this Third Amendment, attached hereto and incorporated herein by reference.

3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

CITY OF SIGNAL HILL

GENTRY GENERAL ENGINEERING INC.

By: _____
Carlo Tomaino
City Manager

By: _____
Brenton Gentry
President

ATTEST:

By: _____
Joy Post
Assistant City Clerk

By: _____
Brenton Gentry
Secretary

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

ATTACHMENT "1" TO THIRD AMENDMENT

EXHIBIT "C" RATES AND COMPENSATION

- Contractor shall submit new rates annually that are adjusted only by Los Angeles – Long Beach – Anaheim Customer Price Index (CPI) rates.
- 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, disposal and mobilization costs.

Classification	Straight Time (\$/hr)	Premium Time (\$/hr)
Superintendent	\$154.50	\$200.85
Foreman	\$154.50	\$200.85
Equipment Operator	\$154.50	\$200.85
Laborer	\$128.75	\$164.80
Four-Man Crew: Skip Loader, Dump Truck, 3-5 Ton Roller, Flatbed, w/Compressor & Tools	\$710.07	\$869.32

ASPHALT			
	Quantity	Unit	Unit Price
Asphalt (2" removal and replacement)	100-500	SF	\$118.45
	501-2,000		\$26.78
	2,001-5,000		\$9.27
	5,001- 15,000		\$8.24
	15,001-30,000		\$8.24
	30,001-50,000		\$8.24
	50,001-100,000		\$8.24
Asphalt (4" removal and replacement)	100-500	SF	\$122.57
	501-2,000		\$29.87
	2,001-5,000		\$16.48
	5,001- 15,000		\$16.48

	15,001-30,000		\$16.48
	30,001-50,000		\$16.48
	50,001-100,000		\$16.48
Asphalt (6" removal and replacement)	100-500	SF	\$125.66
	501-2,000		\$32.96
	2,001-5,000		\$32.96
	5,001- 15,000		\$24.72
	15,001-30,000		\$24.72
	30,001-50,000		\$24.72
	50,001-100,000		\$24.72
Asphalt (8" removal and replacement)	100-500	SF	\$129.78
	501-2,000		\$37.08
	2,001-5,000		\$32.96
	5,001- 15,000		\$32.96
	15,001-30,000		\$32.96
	30,001-50,000		\$32.96
	50,001-100,000		\$32.96

CONCRETE			
	Quantity	Unit	Unit Price
Concrete Cross-Gutter (Removal and Replacement 8" thick)	10-100	SF	\$535.60
	101-500		\$131.84
	501 and up		\$65.92
type "A-2" curb and gutter (Removal and replacement)	10-100	LF	\$561.35
	101-500		\$154.50
	501 and up		\$145.23
type "A" curb and gutter (Removal and replacement)	10-100	LF	\$556.20
	101-500		\$150.38
	501 and up		\$123.60
type "D" curb and gutter (Removal and replacement)	10-100	LF	\$556.20
	101-500		\$149.35

	501 and up		\$118.45
type "D-2" curb and gutter (Removal and replacement)	10-100	LF	\$558.26
	101-500		\$153.47
	501 and up		\$147.29
type "D-1" curb and gutter (Removal and replacement)	10-100	LF	\$548.99
	101-500		\$144.20
	501 and up		\$98.88
type "B" curb (Removal and replacement)	10-100	LF	\$535.60
	101-500		\$133.90
	501 and up		\$92.70
4" sidewalk (removal and replacement)	10-100	SF	\$510.88
	101-500		\$56.65
	501-1000		\$26.78
	1,001-5,000		\$23.69
	5,001 and up		\$23.69

STRIPING (Two coats paint)			
	Quantity	Unit	Unit Price
4" skip line	1 and up	LF	\$62.83
4" solid line	1 and up		\$62.83
8" solid line	1 and up		\$62.83
double yellow	1 and up		\$62.83
crosswalk	1 and up		\$62.83
arrow, stop legend	1 and up	EA	\$619.03

MISCELLANEOUS			
	Quantity	Unit	Unit Price
Crack Seal and Emulsion Aggregate Slurry (Type II)	0-1000	SF	\$619.33
	1,001-5,000		\$6.18
	5,001-10,000		\$6.18
	10,001-50,000		\$6.18
Utility valve - adjust to grade	1 and up	EA	\$2,188.75
Sewer manhole - adjust to grade	1 and up		\$4,532.00
Type D Inductive Vehicle Detector Loop	1 and up		\$8,652.00
Type E Inductive Vehicle Detector Loop	1 and up		\$8,652.00

ALLEY			
Construct Doweled Cold Joints With 18" #4 Rebar At 24" On-Center, Minimum 6" Embedment		LF	\$20.75
Remove And Replace Alley PCC – High early strength 5000 mix		CY	\$1,320.00

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