

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**PETROCHEM MATERIALS INNOVATION, LLC**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
PETROCHEM MATERIALS INNOVATION, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Carson, a California municipal corporation (“City”) and Petrochem Materials Innovation, LLC, a Nevada Limited Liability Company (“Contractor” or “PMI”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. The City of Carson has scheduled, or is about to schedule, an annual citywide slurry seal project #1763 FY 2022/2023, which project requires, among other things, installation of Type II Central Mix REAS [Rubberized Emulsion Aggregate Slurry] (hereinafter, the “Project”); and

B. PMI supplies Type II Central Mix Rubberized Emulsion Aggregate Slurry (REAS) (hereinafter, the “Central Mix”) that is centrally mixed in accordance with Section 203-3.4.4 of the Greenbook Standard Specifications for Public Works Construction 2021 Edition (the “Greenbook”), attached hereto as Exhibit “A-3” and incorporated herein by reference, applicator trucks, service trucks, slurry pumps, transport trailers, laydown box, and required labor to complete the application process; and

C. PMI and the City of Los Angeles previously entered into a competitively bid contract dated January 1, 2016, for purchase of the Central Mix, supply of required equipment, and labor related to the application process, attached hereto as Exhibit “C-1” and incorporated herein by reference; and

D. PMI’s contract with Los Angeles, as amended, provides that PMI shall offer governmental agencies like the City a price of \$2.34 per gallon for the purchase of Type II Central Mix and \$2.84 for Type I Central Mix, plus transportation which on the Project is equivalent to an additional \$0.09 per gallon for delivery charged from PMI’s plant located in the City of South Gate, California, to the City of Carson, California; and

E. Bidding the materials and work would not provide the City with a competitive advantage because piggybacking on the City of Los Angeles’s contract with PMI allows the City to obtain slurry materials and sealing services for a price that is approximately 40% lower than if the City were to bid the project on its own.F. Pursuant to the City of Carson Municipal Code, City has authority to enter into and execute this Agreement.

H. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

I. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

## **OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. SERVICES OF CONTRACTOR**

#### 1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Contractor’s Proposal.

The Scope of Service shall include the Contractor’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

#### 1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an

increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Million Seven Hundred Thirty Three Thousand Two Hundred Sixty-Six Dollars and Twenty Five Cents \$2,733,266.25** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

#### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

#### 2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment,

supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall

be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Leland Pace</u>	<u>Chief Executive Officer</u>
(Name)	(Title)
<u>Frank Hoffman</u>	<u>Chief Financial Officer</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be Jesus Sanchez, P.E., Associate Civil Engineer or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:



(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Contractor maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Contractor.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the

Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as

a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

**ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if

Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of

deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City

to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated

termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.



No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### 8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[RJL]

**CONTRACTOR:**

PETROCHEM MATERIALS INNOVATION, LLC

By: \_\_\_\_\_  
Name: Frank B. Hoffman  
Title: CFO

Address: 6168 Innovation Way  
Carlsbad, CA 92009

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> <b>CAPACITY CLAIMED BY SIGNER</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____  <b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<b>DESCRIPTION OF ATTACHED DOCUMENT</b> _____ TITLE OR TYPE OF DOCUMENT  _____ NUMBER OF PAGES  _____ DATE OF DOCUMENT  _____ SIGNER(S) OTHER THAN NAMED ABOVE
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
 (insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p><input type="checkbox"/> <b>CAPACITY CLAIMED BY SIGNER</b></p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p align="center">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S)    <input type="checkbox"/> LIMITED</p> <p>                                  <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p><b>SIGNER IS REPRESENTING:</b>          (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p>	<p><b>DESCRIPTION OF ATTACHED DOCUMENT</b></p> <p>_____</p> <p align="center">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p align="center">NUMBER OF PAGES</p> <p>_____</p> <p align="center">DATE OF DOCUMENT</p> <p>_____</p> <p align="center">SIGNER(S) OTHER THAN NAMED ABOVE</p>
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**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Manufacturer will perform the following services and deliver the following materials (the "Project"):**

- A. PMI will provide the Central Mix, two (2) applicator trucks, approximately thirty-seven (37) transport trailer trips, two (2) service trucks, one (1) slurry pump, one (1) laydown box, and the required labor to complete the application process for an approximate One Million Seven Hundred Ninety-Two Thousand Four Hundred Eight-Three (1,792,483) square foot project.
- B. PMI will provide and apply up to 200,000 gallons of Type I and 420,000 gallons of Type II Central-Mix REAS in-place of Type I and Type II Central-Mix REAS in-place on the streets as specified in Exhibit "A-2."
- C. PMI will deliver the Type II Central-Mix REAS from their Manufacturing Plant in South Gate to the various project locations in Carson. The trailers and tractors to haul the material from the Plant will be included in the Delivery Charges.
- D. PMI will furnish the necessary amount of applicator trucks to apply REAS on the streets and parking areas.
- E. PMI will provide the required number of service trucks, slurry pumps, and slurry boxes to facilitate the application of the material.
- F. PMI will furnish the necessary labor to apply the Central-Mix REAS in-place on the streets and parking areas.
- G. PMI will obtain a subcontractor for sweeping the streets.

**II. As part of the Agreement, Manufacturer will prepare and deliver the following Services and materials to the City:**

- A. 200,000 gallons of Type I and 420,000 gallons of Type II Central-Mix REAS in-place.
- B. PMI will provide the Labor and Equipment to deliver REAS from the South Gate Plant to the Project Locations, cover manholes and water valves, and apply Type I and Type II to the streets and parking areas in Carson.
- C. PMI will obtain the most competent and cost-effective subcontractors to perform the required sweeping, striping, to ready the streets for Central-Mix REAS.

**III. In addition to the requirements of Section 6.2, during performance of the Services and delivery of the Materials, Manufacturer will keep the City apprised of the status of performance by delivering the following status reports:**

- A. Pre-Construction Meeting Report
  - B. Work and Street Schedule
  - C. Daily Weight Tickets for Type II REAS
  - D. Financial Status Recap after each Week
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Manufacturer without additional charge to the City until found satisfactory and accepted by City.**
- V. Manufacturer will utilize the following Key Personnel to accomplish the Services:**
- A. **Frank Hoffman**, is Chief of Operations and CFO for PMI, will serve as the Project Director for this effort with Carson. He has access to the CEO.
  - B. **Charlie Hoffman** will serve as the Project Superintendent in charge of the work crews, work scheduling, quality assurance.
  - C. **Manny Orsini** will function in the Project Supervisor Role for this effort and will be responsible for project coordination between subcontractors and PMI, preparing required reports identified in Section III, above.
  - D. **Jose Morales** will function as the Lead Operator for the work crews and will be assisting in the supervision of the squeegee team.



## EXHIBIT "A-1"

### **SLURRY SEAL SURVEY PROCEDURES TO DETERMINE THE PERCENTAGE OF FAILED SLURRY SEAL ON STREET SEGMENTS UP TO SEVEN (7) YEARS IN AGE**

When conducting the survey the following information shall be collected for each street segment:

#### **Information**

- Name, limits of street surveyed
- Date of survey
- Time of day surveyed.
- Weather conditions
- Remarks
- Percent of slurry seal remaining

#### **Definition Of Terms**

*Street segment* means the asphalt concrete portion of a street measured from the centerline of the adjacent cross street running longitudinally down the street to the centerline of the next adjacent cross street.

*Cul-de-sac or dead end* street segments shall begin at a line running transversely to the center line of the dead end street from the outer edge of the Portland Cement Concrete (PCC) gutter on one side of the street to the outer edge of the PCC gutter on the opposite side of the street and running longitudinally down the street until the end of the asphalt concrete portion of the street. In the case of no PCC gutters the segment shall begin at a line running transversely to the centerline of the dead end street from the face of the curb on one side to the face of the curb on the opposite side of the street.

#### **Test Methods**

The assessment of the area of slurry seal remaining in a specified street segment shall be made initially through a visual windshield inspection by driving a vehicle up one side of the street and down the other side. The segment shall be then visually inspected on foot up one side of the street and down the other side. The total length and width of each street segment shall be determined using a rolo tape. All changes in segment width, utility cuts, street improvements, and repairs shall be measured with a rolo tape and the area subtracted from the total area of the segment. The measurement of areas within the segment that appear to not have slurry seal remaining or a complex pattern of areas with and without slurry seal remaining shall be made with a rolo tape using two methodologies. Method A for areas with simple patterns and Method 13 for complex patterns and shapes.

#### **Tools**

- Notebook and pencil

- Rolo Tape Measuring Wheel (RTMW) for lineal feet
- I 'Xi ' Cardboard Square
- Can of white marking paint
- Pocket knife
- 12-inch Ruler
- Black felt tip pen

### **Method A**

Areas in all street segments that appear to not have slurry seal remaining in simple relatively easily defined shapes shall have the length and width of the shape measured with a rolo tape and the square footage subtracted from the total street segment square footage.

### **Method B**

Areas in all street segments that appear to not have slurry seal remaining in complex patterns and relatively difficult to define shapes shall have the length and width of the shape measured with a rolo tape. Within the defined shape a representative one foot square box shall be created using a piece of cardboard, one (1) foot by one (1) foot, placed directly on the street and the outline of the box transferred to the surface of the street using a can of white marking paint. Within the box all areas without slurry seal remaining shall be measured with a 12-inch ruler. These measurements shall be added together and a percentage of slurry seal not remaining in the box shall be calculated and that percentage applied to the square footage of the entire shape. The shapes total square footage of slurry seal not remaining on the street shall be subtracted from the total street segment square footage.

The majority of complex patterns of areas with and without slurry seal shall include the tops of all aggregates in the asphalt concrete without slurry seal and the areas between the larger aggregate having slurry seal. To determine the percentage of area within the box that did not have slurry seal, every aggregate top without slurry seal within the square shall be measured, marking each counted aggregate top with a black felt tip marking pen, summing the total square inch area without slurry seal and dividing that figure by 144 square inches to determine the total percentage of area without slurry seal within one (1) square foot. The total percentage of area without slurry seal within one (1) square foot shall be multiplied by the total area of complex shapes and divided by 100 to determine the number of square feet without slurry seal within the shape. The total square feet without slurry seal for all shapes shall be deducted from the total square feet of each street segment to determine the percentage of slurry seal remaining within each street segment.

**EXHIBIT "A-2"**

**SLURRY PROJECT LOCATIONS**

**[SEE ATTACHED]**




# Projected Slurry Seal and Grind and Overlay

City of Carson



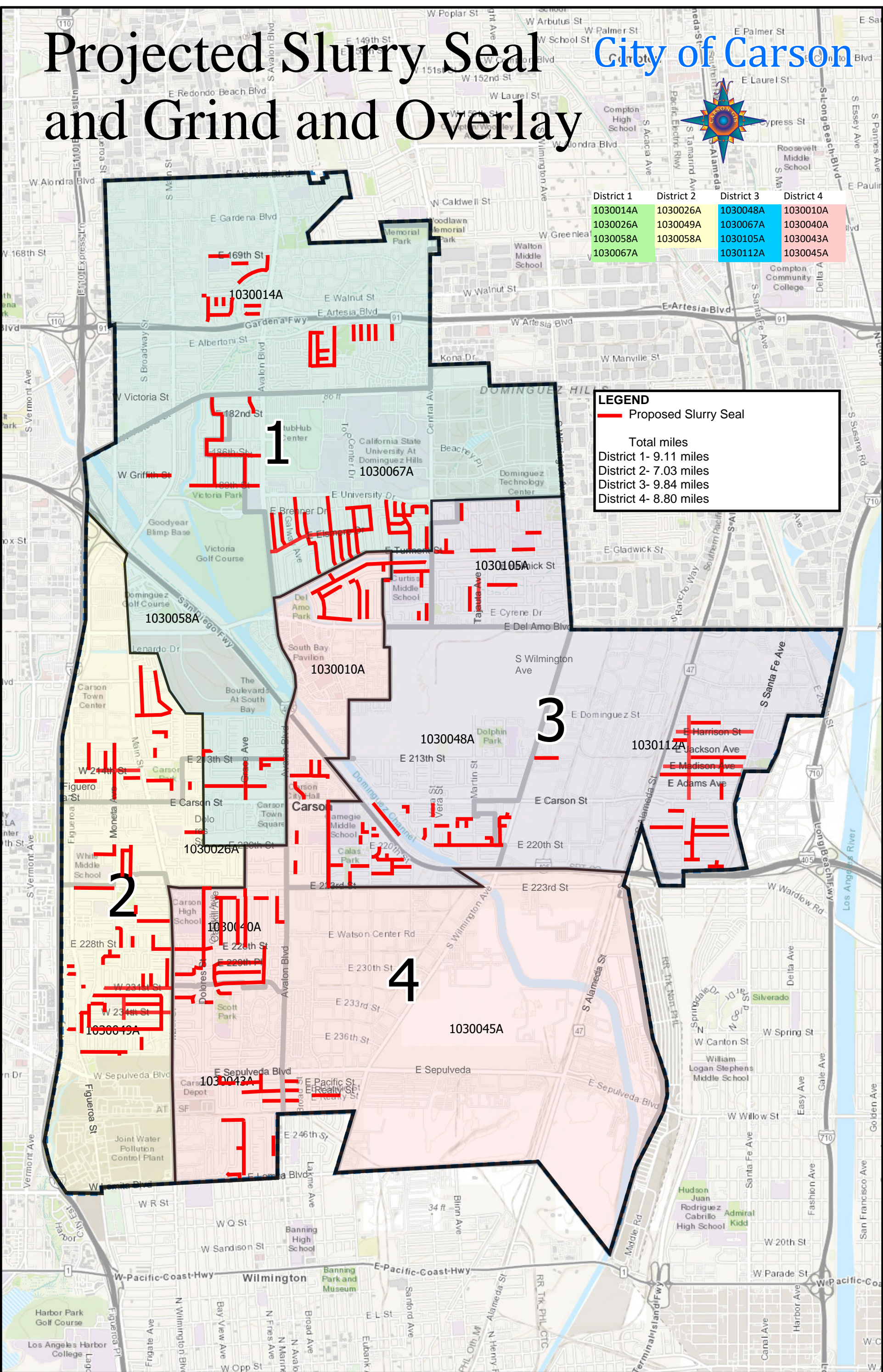
District 1	District 2	District 3	District 4
1030014A	1030026A	1030048A	1030010A
1030026A	1030049A	1030067A	1030040A
1030058A	1030058A	1030105A	1030043A
1030067A		1030112A	1030045A

**LEGEND**

 Proposed Slurry Seal

**Total miles**

- District 1- 9.11 miles
- District 2- 7.03 miles
- District 3- 9.84 miles
- District 4- 8.80 miles





# DISTRICT 1

DISTRICT	SECTION ID	STREET	BEGIN	END	L	W	AREA	PCI
1		CHARLES WILLARD	HARMON	WILMINGTON	950	60	57000	80
1		GALWAY AV	TURMONT	ALONDRA DR	820	36	29520	80
1		GRIFFITH ST	FIGUEROA	BROADWAY	870	36	31320	80
1		KENBRIDGE	SALDEE	E END	220	28	6160	80
1		NEPTUNE	S END	213 ST	170	22	3740	80
1		RAVENNA	S END	213 ST	155	22	3410	80
1		ROA DR	BRADENHAL DR	MOOREHAVEN	330	34	11220	80
1		ISLAND	221 ST	END	151	24	3624	79
1		KENBRIDGE	W END	METTLER	295	58	17110	79
1		RADBARD	HARWICK	END	200	34	6800	79
1		189 ST	MILMOR	E END	220	33	7260	78
1		189 ST	W END	CAIRO	390	33	12870	78
1		ACOMA DR	W END	HASKINS	285	23	6555	78
1		BRADENHALL	BILLINGS	CENTERVI DR	1035	33	34155	78
1		GALWAY AV	ELSMERE DR	BRENNER	1025	26	26650	78
1		KENBRIDGE	METTLER	SALDEE	325	28	9100	78
1		MOOREHAVEN	ROA DR	E END	400	28	11200	78
1		SALDEE	S END	KENBRIDGE	310	28	8680	78
1		189 ST	END	CAIRO	390	33	12870	78
1		DOLORES	219 ST	CARSON	925	40	37000	77
1		DOMINGUEZ	JAMISON	END	425	34	14450	77
1		DUNBROOKE	BRENNER	N END	475	36	17100	77
1		ELSMERE	COSLIN	WEISER	300	26	7800	77
1		219 ST	DOLORES	NEPTUNE	650	32	20800	76
1		BEACHEY	CENTRAL	GLEN CURTIS	2000	60	120000	76
1								76
1		DUNBROOKE	ELSMERE DR	BRENNER	1285	28	35980	76
1		DOLORES	213 ST	CLARION	235	37	8695	76
1		REINHART	ELSMERE DR	BRENNER	1145	26	29770	76
1		WALL	189 ST	186 ST	965	27	26055	76
1		BILLINGS	186 ST	184 ST	475	27	12825	75
1		METTLER	182 ST	VICTORIA ST	600	32	19200	75
1		KEENE	BITTERLAKE	END	500	26	13000	74
1		DOUBLE	GRACE	E END	650	34	22100	74
1		ELSMERE	ANNALEE	COSLIN	570	26	14820	74
1		HUGGINS	TURMONT	ELSMERE	900	26	23400	74
1		184 ST	BILLINGS	WALL	265	36	9540	73
1		SANDLAKE	RADBARD	HAXBY	575	32	18400	73
1		CLARION	DOLORES	CATSKILL	255	26	6630	73
1		GRIFFITH	BROADWAY	MAIN	870	36	31320	73
1		KRAMER	ANNALEE	COSLIN	630	36	22680	73
1		184TH	WALL	BONHAM	270	36	9720	73
1		189 ST	BONHAM	TOWNE	760	33	25080	72
1		189 ST	TOWNE	AVALON	535	33	17655	72
1		RADBARD	SANDLAKE	END	365	30	10950	71
1		MEADBROOK	RAINSBURY	LYSANDER	781	32	24992	71
1		NAUSET	END	BITTERLAKE	575	30	17250	71
1		213 ST	FRIES	AVALON	790	48	37920	70
1		BANKERS	MILLMONT	HUGGINS	740	26	19240	70
1		BELSHAW	TURMONT	ELSMERE	830	30	24900	70
1		ANNALEE	BRENNER	END	400	26	10400	70

1		BONHAM	184 ST	182 ST	775	27	20925	70
1		CANEY	ELSMERE	BRENNER	655	32	20960	70
1		COLBECK	END	MILLONT	792	26	20592	70
1		COSLIN	TURMONT	KRAMER	750	33	24750	70
1		COSLIN	KRAMER	MILLONT	505	33	16665	70
1		COSLIN	MILLMONT	UNIVERSITY	495	32	15840	70
1		DOUBLE	DOLORES	GRACE	1330	32	42560	70
1		ELSMERE	EDDINGTON	FAIRMAN	820	32	26240	70
1	GRAAV041	GRACE	213 ST	DESFORD ST	545	36	19620	70
1	GRAAV061	GRACE	DESFORD	CARSON	765	36	27540	70
1		SANDPOINT	SANDLAKE	END	365	30	10950	70
1		LEAPWOOD	HOLBORN	ELSMERE	250	32	8000	70
1		MILLMONT	COLBECK	BANKERS	505	26	13130	70
1		RAINSBURY	MEADBROOK	HAXBY	1065	36	38340	70
1		SANDLAKE	MEADBROOK	RADBARD	505	32	16160	70
1		ELSMERE	LEAPWOOD	EDDINGTON	485	40	19400	69
1		HUGGINS	MILLMONT	BANKERS	250	26	6500	69
1		LYSANDER	FRANKE	BITTERLAK	990	32	31680	69
1		LEAPWOOD	TURMONT	HOLBORN	1085	32	34720	69
1		MERIMAC	END	BITTERLAKE	555	30	16650	69
1		PRONDALL	END	BITTERLAKE	520	30	15600	69
1		BAUCHARD	END	BITTERLAKE	575	30	17250	68
1		189 ST	CAIRO	BONHAM	760	33	25080	68
1		AMBLER	CASSIDY	N END	515	30	15450	68
1		CAMPAIGN	TURMONT	ELSMERE	1115	34	37910	68
1		CAMPAIGN	ELSMERE	BRENNER	715	32	22880	68
1		CAMPAIGN	BRENNER	UNIVERSITY	450	32	14400	68
1		COLLAMER	CROCKER	CHERITON	595	31	18445	68
1		ELSMERE	AVALON	GALWAY	800	32	25600	68
1		ELSMERE	GALWAY	LEAPWOOD	550	32	17600	68
1		ELSMERE	FAIRMAN	CANEY	810	32	25920	68
1		FAIRMAN	TURMONT	ELSMERE	900	30	27000	68
1		LEAPWOOD	ELSMERE	BRENNER	780	32	24960	68
1		TOWNE	186 ST	184 ST	485	33	16005	68
1		WALL	182 ST	VICTORIA	565	33	18645	68
1		186 ST	BILLINGS	AMBLER	775	33	25575	67
1		186 ST	METTLER	AVALON	270	33	8910	67
1		ADOMAR	FRIES	END	360	22	7920	67
1		BELSHAW	ELSMERE	BRENNER	725	26	18850	67
1		HAXBY	RAINSBURY	SUDBURY	550	36	19800	67
1		LYSANDER	MEADBROOK	FRANKE	310	30	9300	67
1		BRENNER	FAIRMAN	CANEY	810	32	25920	67
1		ANNALEE	KRAMER	BRENNER	815	32	26080	66
1		WADLEY	ELSMERE	BRENNER	960	32	30720	66
1		WADLEY	BRENNER	UNIVERSITY	465	32	14880	66
1		ENSLow	TURMONT	ELSMERE	990	30	29700	65
1		FRIES	END	213 ST	435	32	13920	65
1		186 ST	AMBLER	METTLER	765	33	25245	62
1		182ND	WALL	BONHAM	270	33	8910	59

## DISTRICT 2

DISTRICT	SECTION ID	STREET	BEGIN	END	L	W	AREA	PCI
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2		233 ST	CAROLDALE	ARCHIBALD	445	26	11570	80
2	212ST020	212 ST	BOLSA	E END	265	22	5830	80
2	229ST011	229 ST	ARCHIBALD	E END	495	32	15840	80
2		FRIGATE	231 ST	N END	460	30	13800	79
2		MEHDEN	234 ST	232ND PL	535	32	17120	79
2	DELAV30	DEL FORD AV	231 ST	N END	460	30	13800	78
2		RASHDALL	222 ST	FIAT	730	26	18980	78
2		FIGUEROA ST FRONT	S END	234 ST	640	26	16640	77
2		231 ST	KINARD	MEHDEN	770	36	27720	76
2	BRADRO10	BRADRICK	BOLSA	E END	265	22	5830	76
2		FOXWELL	213 ST	CLARION DR	360	20	7200	76
2		JAMISON	S END	BOLSA	430	34	14620	76
2	211ST030	211 ST	BOLSA	E END	270	22	5940	75
2		235 ST	CAROLDALE	MEHDEN	2310	30	69300	75
2		ARCHIBALD	214 ST	N END	635	26	16510	75
2	FRIAV010	FRIGATE	228 ST	N END	465	26	12090	75
2		LYNTON	214 ST	212 ST	920	32	29440	75
2		MONETA	234 ST	232 PL	515	32	16480	75
2		214 ST	CAROLDALE]	MONETA	525	32	16800	74
2		232 PL	MONETA	MEHDEN	1210	26	31460	74
2		234 ST	MONETA	MEHDEN	1195	32	38240	74
2		215 ST	FIGUEROA	E END	790	32	25280	73
2		233 ST	MONETA	MEHDEN	1160	26	30160	73
2		211 ST	MARGARET	JAMISON	425	32	13600	72
2		231 ST	MEHDEN	MAIN	395	36	14220	72
2		234 ST	MEHDEN	MAIN	315	32	10080	72
2		BOLSA	231 ST	END	925	32	29600	72
2		BOLSA	216 ST	215 ST	330	16	5280	72
2		CAROLDALE	END	233 ST	780	32	24960	72
2		DOMINGUEZ	MAIN	SHEARER	265	30	7950	72
2		JAMISON	BRADRICK	211 ST	200	34	6800	72
2		231 ST	ATMORE	KINARD	775	36	27900	71
2		232 PL	CAROLDALE	ARCHIBALD	375	30	11250	71
2		232 PL	ARCHIBALD	MONETA	640	30	19200	71
2		JAMISON	TORRANCE	GENEVIEVE	325	33	10725	71
2		MONETA	235 ST	234 ST	525	32	16800	71
2		219 ST	END	DOLORES	615	24	14760	70
2		ATMORE	229 ST	228 ST	220	32	7040	70
2		DOMINGUEZ	SHEARER	MARGARET	270	36	9720	70
2	KINAV010	KINARD	228 ST	END	460	32	14720	70
2		KINARD	225 ST	224 PL	285	30	8550	70
2		NICOLLE	228 ST	MONETA	815	28	22820	70
2		214 ST	MONETA	MAIN	865	36	31140	69
2		228 ST	FRIGATE	MAIN	615	36	22140	69
2	DESST010	DEFORD	NICOLLE	END	640	24	15360	69
2		DEFORD	NICOLLE	END	culdesac		3600	69
2		215 ST	MAIN	BOLSA	815	36	29340	68
2		226 ST	KINARD	MAIN FRONTY	1085	26	28210	68
2	DELAV010	DEL FORD	CARRIAGEDALE	END	470	26	12220	68
2		MONETA	212 ST	214 ST	925	36	33300	68
2		MONETA	CARSON	214 ST	935	36	33660	68
2	RASAV010	RASHDALL	228 ST	N END	420	22	9240	68
2		223 ST	FIGUEROA	MONETA	1360	40	54400	67
2		231 ST	ARCHBALD	ATMORE	240	36	8640	67

2		MEHDEN	235 ST	234 ST	580	26	15080	67
2		SHEARER	DOMINGUEZ	N END	1295	37	47915	67
2		235 ST	ORCHARD	FIGUEROA	280	32	8960	66
2		DOMINGUEZ	MARGARET	JAMISON	680	36	24480	66
2		JAMISON	BOLSA	TORRANCE	1145	32	36640	66
2							0	66
2	230ST010	230 ST	END	FIGUEROA	225	24	5400	65
2		ARCHIBALD	230 ST	229 ST	225	36	8100	65
2		MONETA	S END	CARRIAGEDALE	105	32	3360	65
2		RONAN	S END	215 ST	370	22	8140	65
2	CARDR10	CARRIAGEDALE	FIGUEROA	NICOLLE	2360	32	75520	64
2	CARDR10	ARCHIBALD	234TH ST	232ND PL	490	32	15680	64
2	232ST10	232ND ST	FIGUER (W) FR	END(E)	160	26	4160	59
2	MONAV20	MONETA	FIAT	220TH	335	36	12060	56
2	FIAST10	FIAT ST	CAROLDALE	MONETA	515	26	13390	55
2		214TH ST	END (W)	FIGUEROA BL	270	36	9720	55
2		234TH	FIGUEROA BL	CAROLDALE AVE	275	32	8800	53
2	NEPAV30	NEPTUNE	SWOPE ST	220TH ST	925	28	25900	53
2	231ST10	231ST ST	END	FIGUER (W)FR	325	24	7800	52

## DISTRICT 4

	DISTRICT	SECTION ID	STREET	BEGIN	END	L	W
69	4		224 ST	ISLAND	ANCHOR	500	32
68	4	227ST010	227 ST	MARINE	E END	210	24
67	4		MARBELLA	LINCOLN	SEPULVEDA	265	32
66	4		REALTY	FRIES AVE	AVALON	645	32
65	4		233 ST	DOLORES	CATSKILL	300	33
64	4		MARINE	248 ST	246 ST	655	36
63	4		247 ST	RAVENNA	PANAMA	210	33
62	4	CIVDR010	CIVIC CEN DR	CARSON	DEFORD	930	15
61	4		CIVIC CEN DR	DEFORD	CARSON	930	15
60	4		MARINE	226 ST	224 ST	770	32
59	4		PACIFIC ST	AVALON	BROAD AVI	455	27
58	4		FRIES	PACIFIC ST	SEPULVEDA	560	32
57	4		GARSTON	DEFORD	N END	480	22
56	4		LINCOLN	MARBELLA	RAVENNA	480	33
55	4	226PL010	226 PL	MARINE	E END	210	24
54	4		ENSLow	DENWALL	HELMICK	1330	30
53	4		NEPTUNE	228 ST	224 ST	1545	28
52	4		REALTY	AVALON	BROAD	455	26
51	4		229 PL	230 ST	DOLORES	245	36
50	4		DEFORD	GARSTON	SE END	575	33
49	4		EDDINGTON	GLADWICK	TURMONT	528	32
48	4		224 PL	MARINE	E END	210	24
47	4		230 ST	MAIN FRON ST	229 PL	785	27
46	4		249 ST	LAGOON	NEPTUNE	600	33
45	4		SELWYN	DEFORD	213 ST	525	32
44	4		223 ST	DOLORES	CATSKILL	260	39
43	4		BELSHAW	DENWALL	FERNROCK	1230	30



42 4		GLADWICK	GALWAY	EDDINGTO	850	37
41 4		LINCOLN	END	FRIES	645	28
40 4		231 ST	CATSKILL	PANAMA	885	33
39 4		231 ST	PANAMA	ANCHOR	625	36
38 4		244 ST	NEPTUNE	PANAMA	470	33
37 4		ANCHOR	231 ST	229 PL	635	34
36 4		ANCHOR	229 PL	228 ST	500	34
35 4		CATSKILL	231 ST	229 PL	940	33
34 4		CYRENE	WADLEY	END	415	30
33 4		DESFORD	AVALON	GARSTON	705	33
32 4		MARBELLA	228 ST	224 ST	1545	30
31 4		REALTY	BANNING	SEAGROVE	655	27
30 4		229 PL	GRACE	ANCHOR	590	30
29 4	GRAAV030	GRACE	224 ST	223 ST	285	32
28 4		HELMICK	WADLEY	EDDINGTO	760	32
27 4		LINCOLN	AVALON	BROAD	455	27
26 4		PACIFIC	END	FRIES	245	28
25 4		PACIFIC	FRIES	AVALON	645	32
24 4		PANAMA	249 ST	244 ST	870	36
23 4		DOLORES	227 ST	223 ST	1530	58
22 4		GLADWICK	EDDINGTON	TILLMAN	1765	35
21 4		GLADWICK	TILLMAN	ANNALEE	240	35
20 4		LAGOON	LOMITA	249 ST	110	36
19 4		QUIXLEY	END	HELMICK	230	30
18 4		224 ST	CATSKILL	RAVENNA	755	32
17 4		232 ST	CATSKILL	PANAMA	930	33
16 4		WADLEY	DENWALL	GLADWICK	950	36
15 4		230 ST	CATSKILL	ANCHOR	1550	32
14 4		244 ST	MARBELLA	NEPTUNE	245	36
13 4		BONITA	CARSON	220TH	1333	36
12 4		HELMICK	CAMPAIGN	ENSLOW	245	32
11 4		229 PL	CATSKILL	GRACE	990	26
10 4		DOLORES	229 PL	227 ST	980	58
9 4		REALTY	EAST ST	BANNING	355	27
8 4		NEWKIRK	220TH	END	600	22
7 4		HANSOM	222ND	END	445	28
6 4		TILLMAN	HELMICK	CLADWICK	305	36
5 4		GRACE	229TH	224TH	1750	32
4 4		HANSOM	220TH	END	610	24
3 4		232ND	MAIN FRON ST	233RD ST	745	26
2 4		DENWALL	LEAPWOOD	CAMPAIGN	595	36
1 4		DENWALL	GALWAY	LEAPWOOI	595	36

## DISTRICT 3

DISTRICT	SECTION ID	STREET	BEGIN	END	L	W	AREA	PCI
3		218 PL	ALAMEDA	SALMON	191	32	6112	80
3		CLARION	PONTINE	E END	180	32	5760	80
3		HELMICK	PRICETOWN	MIDTOWN	270	36	9720	80
3		MARTIN	CALIFON	213 ST	550	36	19800	80
3		MIDTOWN	ELSMERE	N END	250	26	6500	80
3		SULTAN	AMANTHA	E END	275	34	9350	80

3		TURMONT	KEMP	CRAIGJON	270	36	9720	80
3		CHICO	213 ST	DOMINGUEZ	1584	44	69696	79
3		HELMICK	CENTRAL AVE	PRICETOWN	150	36	5400	79
3		WINGATE	THOMAS	ALVAR	250	36	9000	78
3		HILFORD	ELSMERE DR	N END	525	26	13650	78
3		MADISON	PROSPECT	SANTA FE	715	26	18590	78
3		PROSPECT	CARSON	ADAMS	555	26	14430	78
3		RENTON	CLUFF	EDGAR	610	26	15860	78
3		TANYA	221 PL	221 ST	220	32	7040	78
3		TURMONT	BROADACRE	GUNLOCK	840	36	30240	78
3		TURMONT	RADLETT	PRICETOWN	540	36	19440	78
3		219 PL	SALMON	MCHELEN	1050	26	27300	77
3		ABBOTTSON	NORTHWOOD	EARLIE	725	34	24650	77
3		GRANDEE	MILLMONT	UNIVERSITY	425	36	15300	77
3		MADISON	HARBOR	PROSPECT	1080	26	28080	77
3		RENTON	BONITA	E END	465	28	13020	77
3		219 PL	EMBASSY	CARLERIK	1190	26	30940	76
3		220 ST	MCHELEN	EMBASSY	27	32	864	76
3		DABLON	ACARUS	N END	475	22	10450	76
3		EMBASSY	221 ST	219 ST	750	32	24000	76
3		FIESEL	JAY ST	220 ST	360	32	11520	76
3		JAY	FIESEL	220 ST	1010	30	30300	76
3		FERNROCK	TILLMAN	ANNALEE	245	36	8820	75
3		KRAMER	ANDMARK	KEMP	820	36	29520	75
3		MIDTOWN	TURMONT	N END	460	26	11960	75
3	MONST03C	MONROE	PROSPECT	SANTA FE	780	36	28080	75
3		BECK ST	222 ST	JAY	400	28	11200	74
3		CARON CIRCLE	DENWALL	N END	375	30	11250	74
3		CLUFF	223 ST	SPICER ST	515	28	14420	74
3		JEFFERSON	HARBOR	PROSPECT	1070	36	38520	74
3		VERA	218 ST	CARSON	530	40	21200	74
3		221TH	MCHELEN	EVONDA	545	26	14170	73
3		218 ST	LOSTINE	MARTIN	535	30	16050	73
3		ABILA	VERA	E END	585	26	15210	73
3		JEFFERSON	PROSPECT	SANTA FE	615	32	19680	73
3		ACARUS	CLOVERBROOK	ASHMILL	240	36	8640	72
3		ASHMILL	END	ACARUS	185	26	4810	72
3		HARBOR VIEW	JEFFERSON	MONROE	570	26	14820	72
3		LOSTINE	END	218 ST	320	22	7040	72
3		219 ST	FOLEY	EDGAR	255	30	7650	71
3		AMANTHA	SULTAN	HELMICK	475	36	17100	71
3		EMBASSY	219 PL	218 PL	520	32	16640	71
3		HARRISON	ALAMEDA	HARBOR VIEW	545	26	14170	71
3	HARST10	HARRISON	HARBOR VIEW	PROSPECT	1050	26	27300	71
3	HELST010	HELMICK	ANNALEE	AMANTHA	985	36	35460	71
3		NESTOR	CYRENE	ABBOTTSON	845	30	25350	71
3		VAN BUREN	ALAMEDA	HARBOR VIEW	635	26	16510	71
3		222 ST	EDGAR	BECK	665	30	19950	70
3		FOLEY	219 ST	END	355	30	10650	70
3		GLADWICK	ANNALEE	AMANTHA	1170	35	40950	70
3		HELMICK	AMANTHA	CENTRAL	315	36	11340	70
3		MADISON	ALAMEDA	HARBOR VIEW	885	26	23010	70
3		PROSPECT	JEFFERSON	MONROE	575	26	14950	70
3		TAJAUTA	ABBOTTSON	FERNROCK	280	36	10080	70

3		TURMONT	NESTOR	TAJAUTA	275	32	8800	70
3		TURMONT	NORTHWOOD	TAJAUTA	545	32	17440	70
3		TURMONT	PRICETOWN	CENTRAL	165	40	6600	70
3		TYLER	HARBOR VIEW	PROSPECT	1035	30	31050	70
3		218TH	END	BATTAAN	220	32	7040	70
3		221 PL	END	CARLERIK	590	32	18880	69
3		AMANTHA	DENWALL	DIMONDALE	650	32	20800	69
3		FOLEY	220 ST	END	315	32	10080	69
3	HARAV021	HARBOR VIEW	WASHINGTON	JEFFERSON	560	26	14560	69
3		MONROE	HARBOR VIEW	PROSPECT	1065	26	27690	69
3		219 ST	EDGAR	E END	195	26	5070	68
3		220 ST	LOSTINE	MARTIN	500	36	18000	68
3		HARBOR VIEW	VAN BUREN	DOMINGUEZ	840	26	21840	68
3	LAUST010	LAUDER	EDGAR	E END	280	24	6720	68
3		218 ST	BATTAAN	MCHELEN	400	32	12800	67
3		219 ST	EMBASSY	CARLERIK	1115	26	28990	67
3		ABBOTTSON	HARLAN	NORTHWOOD	260	30	7800	67
3		HARBOR VIEW	CARSON	WASHINGTON	270	26	7020	67
3		JEFFERSON	ALAMEDA	HARBOR VIEW	970	25	24250	67
3		RENTON	BECK	LUCERNE	610	26	15860	67
3		213 ST	WILLMINGTON	E END	845	40	33800	66
3		HARBOR VIEW	MONROE	VAN BUREN	560	26	14560	66
3		HARRISON	PROSPECT	SANTA FE	1035	26	26910	66
3		220 ST	WILLMINGTON	WESTWARD AV	1985	60	119100	65
3		LEGEND	S END	218 ST	305	22	6710	65
3		TAJAUTA	CYRENE	ABBOTTSON	875	36	31500	65
3		BONITA	220TH	223RD	1000	36	36000	52
3		WATER	220TH	ABILA	630	26	16380	39

**EXHIBIT “A-3”**  
**SPECIFICATIONS AND “2021 GREEN BOOK”**

**[SEE ATTACHED]**

## Greenbook 2021

### 203-3.4.4 Rubberized Polymer Modified Emulsion (RPME).

**203-3.4.4.1 General.** RPME shall consist of a mixture of emulsified asphalt, crumb rubber, and polymer. RPME shall contain between 0.55 pounds per gallon (66 g/L) and 0.65 pounds per gallon (78 g/L) of crumb rubber. Polymer shall constitute a minimum of 2 percent by weight of RPME.

Crumb rubber shall:

- a) be granulated scrap tire rubber free from fabric, wires, and other contaminants
- b) be dry and free flowing;
- c) have a specific gravity between 1.15 and 1.20; and
- d) have a gradation of 100 percent passing the No. 16 (1.18 mm) sieve, 95 percent passing the No. 20 (850 μm) sieve, and a maximum of 1 percent passing the No. 200 (75 μm) sieve.

Calcium carbonate or talc may be added to a maximum of 4 percent by dry weight of crumbrubber to prevent the rubber particles from sticking together.

**203-3.4.4.2 Composition.** RPME shall conform to the requirements shown in Table 203-3.4.4.2.

**TABLE 203-3.4.4.2**

Test	ASTM Test Method	Requirement	
		Min	Max
Viscosity, 77°F (25°C), Brookfield, Model RVT #6 Spindle @ 10RPM (Centipoise)@ 60 sec	D2196	4,000	12,000
Residue by Evaporation % (including fillers)	D6934	50	55
Sieve Test (% retained on No. 20 (850 μm) sieve)	D6933	---	2.0 <sup>1</sup>
Penetration of Residue, 77°F (25°C), 0.1 mm,	D5	15	30
Solubility of Residue	D2042	75	---
Weight lbs/gallon (g/L) 77°F± 1°F (25°C ± 5°C)	D1475	8.33 lbs/gal (1000g/L)	8.75 lbs/gal (1050g/L)
Asphalt Content <sup>2</sup>	---	40	---

1. Sieve test of original emulsion is 0.10 max.

2. Asphalt Content shall be determined by multiplying Residue by Evaporation by Solubility of Residue.

### 203-4 RUBBERIZED EMULSION-AGGREGATE SLURRY (REAS)

**203-5.1 General.** REAS shall be a stable mixture of RPME, aggregate, water, and Portland cement. REAS shall be specified by combined aggregate gradation, e.g. Type II-REAS. The combined aggregate gradation (Type) shall be as specified in the Special Provisions or shown on the Plans.

#### 203-5.2 Materials.

**203-5.2.1 Aggregate.** Aggregate shall be Type Fine, Type I, Type II, or Type III conforming to 200-1.7.

**203-5.2.2 Rubberized Polymer Modified Emulsion.** RPME shall conform to 203-3.4.5. The percentage of RPME and residual RPME solids shall conform to the requirements shown in Table 203-5.2.2.

Test	Test Method	Type Fine		Type I		Type II		Type III	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
RPME % by weight of dry aggregate <sup>1</sup>	ASTM	61	85	50	57	33	40	28	35
Residual RPME Solids <sup>3</sup>	D6307 <sup>2</sup> or CT 382 <sup>2</sup>	31	47	26	31	17	22	15	19

1. Must meet Residual RPME Solids.

2. Sample size shall be 500 g minimum.

3. Residual RPME Solids shall be determined by multiplying RPME % (ASTM D6307 or CT 382) by Residue by Evaporation of RPME % (ASTM D6934).

**203-5.2.3 Water.** Water shall conform to 203-3.2.

**203-5.2.4 Portland Cement.** Portland cement may be added to modify the viscosity and curing characteristics in accordance with the approved mix design.

Portland cement shall be Type I/II or II/V conforming to 201-1.2.1 and shall not exceed 1.5 percent of the dry weight of the aggregate.

### **203-5.3 Mixing.**

Mixing shall be performed at a central mixing plant and shall conform to the following requirements:

- a) Component materials shall be stored separately.
- b) Aggregate shall neither be stored nor transported in such a way that may cause segregation, degradation, or intermingling of different size aggregates.
- c) Materials shall be proportioned by weight into the mixing tank. Volumetric proportioning will not be permitted.
- d) The mixing tank shall be equipped with scales. The zero tolerance for the tank scales shall be 0.5 percent based on the total batch weight. The scales shall be calibrated and certified on a yearly basis in accordance with 4-7 or after every modification or repair.
- e) The mixing tank shall be equipped with a full sweep mixer/agitator with blades or paddles of a sufficient size and number and operated at a speed sufficient to produce a homogeneous mix. Should the blades, paddles, or other parts of the mixer/agitator become worn to such an extent to adversely affect the quality of the mix they shall be promptly replaced. Insufficient mixing or agitation within the mixing tank shall be corrected by either a reduction in the volume of component materials or other adjustments.
- f) Each batch shall be continuously mixed for 3 minutes or until all of the component materials are thoroughly blended, whichever is longer. The mixing time shall begin upon the introduction of the last component material. If the Engineer determines that the mixture is not thoroughly blended, the mixing time shall be increased.
- g) Mixed REAS shall be stored at the central mixing plant site in storage tanks equipped with an agitator of a similar configuration to the agitator in the mixing tank. The agitator shall be capable of continuous operation.

**203-5.4 Transporting.** REAS shall be transported from the central mixing plant to the Work site in trucks specifically designed and constructed for this purpose and be equipped with an agitator. REAS shall be continuously agitated during transport.

### **302-4 SLURRY SEAL SURFACING.**

**302-4.1 General.** Slurry seal surfacing shall consist of the mixing, spreading, and application of emulsion-aggregate slurry (EAS) conforming to 302-4.3 or the spreading and application of rubberized emulsion-aggregate slurry (REAS) conforming to 203-5. The combined aggregate gradation (Type) and slurry seal mixture (EAS or REAS) shall be as specified in the Special Provisions or shown on the Plans.

**302-4.2 Mix Design(s).** The Contractor shall submit a mix design for each combination of emulsified asphalt grade and combined aggregate gradation to be used in the Work. Each mix design shall conform to ASTM D3910. Laboratory reports supporting each mix design shall be included with the submittals. Laboratory reports shall identify the aggregate source and supplier, emulsified asphalt supplier and all of the test results required in ASTM D3910 except for the cohesion test. In addition, each mix design shall include the following:

- a) amount of PME or RPME in gallons (liters) per ton (tonne) of aggregate,
- b) amount of added water in gallons (liter) per ton (tonne) of aggregate,
- c) quantity and type of set control agents,
- d) percent of polymer, if so specified, and the
- e) loose unit weight of aggregate (ASTM C29 with 0.1 cubic feet (3 L) bucket).

Mix designs shall be based on the following:

- a) for Type Fine, the content of RPME and water needed to produce a slurry seal with a maximum wet track abrasion test loss of 50 grams per square foot (540 grams per square meter) when tested in accordance with ASTM D3910;
- b) for Type I, the content of PME or RPME and water needed to produce a Type I slurry seal with a maximum wet track abrasion test loss of 50 grams per square foot (540 grams per square meter) when tested in

accordance with ASTM D3910; or,

- c) for Type II or Type III, the content of PME or RPME and water needed to produce a slurry seal with a maximum wet track abrasion test loss of 60 grams per square foot (650 grams per square meter) when tested in accordance with ASTM D3910.

ASTM D3910 shall be modified to include the aggregate retained on the No. 4 (4.75 mm) sieve for Type II and Type III slurry seals. Type III slurry seals shall use the 3/8-inch (9.5 mm) template.

When a mix design is more than 30 Days old, it shall be supplemented with a Certificate of Compliance that states the combined aggregate gradation is within  $\pm 3$  percent of the referenced mix design based on a 30-Day moving average or the average of a minimum of 10 of the most current laboratory results, whichever is greater. A mix design shall be reformulated if it is more than one-year-old or whenever the combined aggregate gradation changes from that in the previously submitted mix design by  $\pm 3$  percentage points on any sieve size shown in Table 200-1.7.2 If the source of any aggregate or emulsified asphalt is changed, or the mix design or supporting laboratory reports are over one-year-old, a new mix design shall be submitted.

### **302-4.4 Rubberized Emulsion-Aggregate Slurry (REAS).**

**302-4.4.1 General.** REA shall conform to 203-5.

**302-4.4.2 Mixing.** Mixing shall conform to 203-5.3.

**302-4.4.3 Transporting.** Transporting shall conform to 203-5.4.

**302-4.4.4 Work Site Storage.** REAS may be stored at the Work site in tanks specifically designed for this purpose and which are equipped with an agitator similar to that in a central mixing plant. The agitator shall be capable of continuous operation.

### **302-4.8 Spreading and Application.**

**302-4.8.1 General.** Prior to spreading, the Contractor shall clean the existing pavement. Immediately ahead of the spreader truck, the existing pavement shall be pre-wetted by a pressurized water distribution system equipped with a fog-type spray bar capable of completely covering the surface of the pavement.

Slurry seal mixed at the Work site shall be spread by a spreader box attached to a continuous-flow mixer-spreader truck conforming to 302-4.5 or by a continuous mixer-spreader machine conforming to 302-3.4.3. REAS mixed at a central mixing plant shall be spread by a spreader box attached to an agitator truck conforming to 203-5.4.

The spreader box shall be equipped with flexible material in continuous contact with the existing pavement and shall be capable of controlling the rate of application. The spreader box shall have adjustable width and strike-off height, and be capable of controlling and providing uniform spreading.

The maximum speed of the spreader truck shall not exceed 270 feet per minute (80 m/min.).

REAS shall be continuously agitated during spreading.

Hand squeegees and other equipment shall be provided for spreading and spillage removal in areas inaccessible to the spreader box.

Slurry seal shall be applied in such a manner that no ridges remain. Areas in which there is evidence of solidification of the emulsified asphalt, balling or lumping of the aggregates, or uncoated aggregates shall be removed and replaced to the satisfaction of the Engineer.

The Contractor shall prevent slurry seal from being deposited on other than asphalt concrete surfaces and shall remove it from surfaces not designated to be sealed. The method of removal shall be approved by the Engineer.

Where the completed slurry seal surfacing is not uniform in color, the street shall be treated by a method approved by the Engineer to eliminate the color variation.

### **302-4.8.2 Emulsion-Aggregate Slurry (EAS).**

**302-4.8.2.1 Application Temperature.** EAS shall not be applied if either the pavement or the ambient

temperature is less than 50°F (10°C) and falling, but may be applied when the pavement and ambient temperatures are both above 45°F (7°C) and rising.

**302-4.8.2.2 Aggregate Application Rate.**

**General.** The aggregate application rate shall conform to the requirements shown in Table 30 4.8.2.2 unless otherwise specified or shown on the Plans.

**TABLE 302-4.8.2.2**

Aggregate Type	Aggregate Application Rate (lbs./yd <sup>2</sup> (kg/m <sup>2</sup> ))	
	Minimum	Maximum
Type I over Existing AC Pavement	8 (4)	10 (6)
Type II over Existing AC Pavement	12 (7)	15 (8 <sup>2</sup> )
Type II over Micro-Milled AC Pavement	14 (8)	16 (9)
Type II over Chip Seal (1/4")	14 (8)	20 (11)
Type II over Chip Seal (5/16")	16 (9)	20 (12)
Type II over Chip Seal (3/8")	16 (9)	22 (12)
Type II over Chip Seal (1/2")	18 (10)	24 (13)
Type III over Existing AC Pavement	20 (11)	25 (14)
Type III over Chip Seal (1/4")	20 (11)	28 (16)
Type III over Chip Seal (5/16")	20 (11)	28 (16)
Type III over Chip Seal (3/8")	20 (11)	28 (16)
Type III over Chip Seal (1/2")	20 (11)	28 (16)

**Corrective Action.** When the aggregate application rate is less than the minimum shown in Table 302-4.8.2.2, the Contractor shall apply additional slurry seal material to the nonconforming areas as necessary to conform to the Specifications.

When the aggregate application rate exceeds the maximum shown in Table 302-4.8.2.2, the nonconforming material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the Engineer.

**302-4.8.3 Rubberized Emulsion-Aggregate Slurry (REAS).**

**302-4.8.3.1 Application Temperature.** REAS shall not be applied if either the pavement or the ambient temperature is less than 55°F (13°C) and falling, but may be applied when the pavement and ambient temperatures are both above 50°F (10°C) and rising.

**302-4.8.3.2 Application Rate.**

**General.** The application rate shall conform to the requirements shown in Table 302-4.8.3.2 unless otherwise specified or shown on the Plans.

**TABLE 302-4.8.3.2**

Type	Application Rate (REAS) (lbs./yd <sup>2</sup> (kg/m <sup>2</sup> ))	
	Minimum	Maximum
Type Fine REAS	5 (2.7)	6 (3.2)
Type I REAS	7 (3.8)	8 (4.5)
Type II REAS	11 (6.1)	15 (8.1)
Type II REAS over Chip Seal (Cape Seal)	Special Provisions	Special Provisions
Type III REAS	23 (12.2)	28 (15.2)
Type III-REAS over Chip Seal (Cape Seal)	Special Provisions	Special Provisions

**Corrective Action.** When the application rate is less than the minimum shown in the tables above, the Contractor shall apply additional REAS to the nonconforming areas as necessary to conform to the



Specifications.

When the application rate exceeds the maximum shown in the tables above, the nonconforming material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the Engineer.

**302-4.9 Field Sampling and Testing.**

**302-4.9.1 Field Sampling.** During the performance of the Work, the Contractor shall provide the Engineer with at least 2 field samples, from separate loads, of mixed slurry seal per mixer per day. WTAT specimens shall be cast and struck off within 60 seconds of obtaining the sample. WTAT specimens shall not be transported until the slurry seal has set as defined by ASTM D3910.

Field samples shall conform to the requirements shown in Table 302-4.9.1.

**TABLE 302-4.9.1**

Test	ASTM Test Method	Requirements	
		Min.	Max.
Wet Track Abrasion Test, Weight loss, gm/ft <sup>2</sup> (gm/m <sup>2</sup> ) Type Fine Aggregate	D3910 <sup>1</sup>	0	50 (540)
Wet Track Abrasion Test, Weight loss, gm/ft <sup>2</sup> (gm/m <sup>2</sup> ) Type I Aggregate	D3910 <sup>1</sup>	0	50 (540)
Wet Track Abrasion Test, Weight loss, gm/ft <sup>2</sup> (gm/m <sup>2</sup> ) Type II Aggregate	D3910 <sup>1</sup>	0	60 (650)
Wet Track Abrasion Test, Weight loss, gm/ft <sup>2</sup> (gm/m <sup>2</sup> ) Type III Aggregate <sup>4</sup>	D3910 <sup>1</sup>	0	60 (650)
Consistency Test (mm)	D3910 <sup>1</sup>	20	60
Extraction Test (Calculated Emulsion Content, %)	D6307 <sup>2</sup> , CT 382 <sup>2</sup>	± 1 % of mix design for EAS. ± 3 % of mix design for REAS	
Water Content (% of Dry Slurry)	See Note 3	Type I, II and III EAS < 25 Type Fine and I REAS < 40 Type II and III REAS < 31	

1. Modified ASTM D3910 to include No. 4 (4.75 mm) aggregate or greater and to be performed using field samples. Subsection 6.4.4.7, ASTM D3910 may be modified to use a microwave oven for drying the specimen after the abrasion cycle is complete and the debris washed off.
2. Modified ASTM D6307 and California Test Method 382 to allow a minimum of 500 ± 50 gram sample.
3. Weigh a minimum of 500 grams of homogenized mixed slurry into a previously tared quart can with a friction lid. The lid shall be placed on the can to prevent loss of material during transportation. Place the can with the lid off in an oven and dry to constant mass at 220°F ± 10°F (110° c ± 5°C).
4. The 3/8-inch (9.5 mm) template shall be used.

If the test results fail to conform to the Specifications, the Contractor shall cease spreading slurry seal produced by the nonconforming mixer until the Contractor demonstrates the mixer is producing slurry seal which conforms to the Specifications.

**302-4.10 Measurement.**

**302-4.10.1 General.** The Contractor shall submit a written plan covering the intended method of delivery, storage and measurement of materials.

Upon completion of the Work, the Contractor shall submit licensed weighmaster's certificates for materials delivered to the Work site but not incorporated into the Work. Measurement for payment be determined by deducting the remaining weight of materials from the weight of materials delivered.

**302-4.10.2 Emulsion-Aggregate Slurry Seal Surfacing.** Emulsion-aggregate slurry seal surfacing will be measured by the combined weight of each ton (tonne) of emulsified asphalt and each ton (tonne) of each Type of aggregate used in the Work.

The basis of measurement shall be the combined weight of dry aggregate, excluding mineral fill and emulsified asphalt, in tons (tonnes), for each Type of aggregate used in the Work, as determined by licensed weighmaster's certificates. The weight of added water and set control agents used in the sh.in: seal mixture will not be included in the weight measured for payment. No deduction will be made for water in the

aggregate and emulsified asphalt.

The Contractor shall submit licensed weighmaster tickets for each load of dry aggregate and emulsified asphalt delivered to the stockpile site or directly to each mixer-spreader machine prior to the end of each Working Day.

**302-4.10.3 Rubberized Emulsion-Aggregate Slurry Seal Surfacing.** REAS will be measured by each ton (tonne), including aggregate, RPME, additives and water for each Type of aggregate used in the Work.

The basis of measurement shall be the weight of REAS, for each Type of aggregate used in the Work, as determined by licensed weighmaster's certificates.

The Contractor shall submit licensed weighmaster tickets for each load of REAS transported to the Work site prior to the end of each Working Day.

**302-4.11 Payment.**

**302-4.11.1 Payment Reduction for Noncompliance.**

**302-4.11.1.1 General.** Payment to the Contractor will be reduced for failure of the field test samples to conform to the WTAT requirements specified in 302-4.9.1.

**302-4.11.1.2 Reduction in Payment Based on WTAT.** If the average of all WTATs performed per mixer, per day, fails to conform to the requirements specified in 302-4.9.1, the Contractor agrees that payment for the Work represented by the failed tests shall be reduced as shown in Table 302-4.11.1.2 (A) or (B).

**TABLE 302-4.11.1.2 (A)**

WTAT Loss gm/ft <sup>2</sup> (gm/m <sup>2</sup> )	Payment Reduction (Percent) Type Fine & I Aggregate
0 - 50 (0 - 540)	0
50.1 - 60 (540.1 - 650)	5
60.1 - 70 (650.1 - 750)	15
70.1 - 80 (750.1 - 860)	30
80.1 - 99 (860.1 - 1070)	70
99.1 or greater (1070.1 or greater <sup>1</sup> )	100

1. Slurry seal surfacing with WTAT loss greater than 99.1 gm/m<sup>2</sup> (1070.1 gm/ft<sup>2</sup>) shall be removed to the satisfaction of the Engineer.

**TABLE 302-4.11.1.2 (B)**

WTAT Loss gm/ft <sup>2</sup> (gm/m <sup>2</sup> )	Payment Reduction (Percent) Type II & III Aggregate
0 - 60 (0 - 540)	0
60.1 - 75 (650.1 - 810)	15
75.1 - 80 (810.1 - 860)	30
80.1 - 99 (860.1 - 1070)	70
99.1 or greater (1070.1 or greater <sup>1</sup> )	100

1. Slurry seal surfacing with WTAT loss greater than 99.1 gm/m<sup>2</sup> (1070.1 gm/ft<sup>2</sup>) shall be removed to the satisfaction of the Engineer.)

**302-4.11.2 Emulsion-Aggregate Slurry Seal Surfacing.** Payment for emulsion-aggregate slurry seal surfacing will be made at the Contract Unit Price per ton (tonne) for each combination of EAS and aggregate Type used in the Work.

No separate or additional payment will be made for calibration, scheduling, public convenience, or traffic control unless otherwise specified.

**302-4.11.3 Rubberized Emulsion-Aggregate Slurry Seal Surfacing.** Payment for rubberized emulsion-aggregate slurry seal surfacing will be made at the Contract Unit Price per ton (tonne) for each combination of REAS and aggregate Type used in the Work.

No separate or additional payment will be made for calibration, scheduling, public convenience, or traffic control unless otherwise specified.

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

(new text shown in *bold italics*, deleted text in ~~strike through~~)

**I. Section 1.5, “Familiarity with Work,” of the Agreement, is hereby revised to read in its entirety as follows:**

“1.5 Familiarity with Work.

~~By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor’s risk until written instructions are received from the Contract Officer.~~

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in services of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the services, shall issue a change order per Section 1.8 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the services, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all services to be performed under

the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.”

**II. A new Section 1.10, “Product Warranties,” is added to the Agreement, to read in its entirety as follows:**

“1.10 Product Warranties

(a) PMI hereby warrants that the Central Mix product (“Product”) will not Fail (as defined in subsection (b), below) for 7 years from the date of application (the “Useful Life”), provided all persons involved in the installation of the Product substantially follow the guidelines, instructions, recommendations, and best practices published and/or provided by PMI, and PMI warrants that all work that it or its subcontractors perform will conform to PMI’s guidelines and best practices. The City hereby grants PMI and its representatives, in consultation with the City’s inspector, the right to inspect, observe, monitor, provide instructions and recommend corrective actions to the City and any person installing the Product on all applications of the Product, including, without limitation, compliance with the guidelines and best practices for the application of the Product. The granting of this right to PMI and its representatives does not impose any additional duty on PMI or its representatives in addition to those duties outlined in this Agreement.

(b) Should the Product Fail, PMI shall, at its election, and within 30 days after determination of Failure, either repair or pay for the material cost of the Product to repair those areas of the Product covered by this warranty that Fail during its Useful Life, as well as for labor and other incidental costs (the “Labor and Incidental Costs”), including, but not limited to, any affected striping, markings, and reflective pavement markers; provided, however, that such Failure shall occur within one year from the date of Product application. For any Failure that occurs thereafter but during the Useful Life, PMI shall only be responsible for the repair or payment for the material cost of the Product, which shall also occur within 30 days after determination of Product Failure. For purposes of this Agreement, whether the Product has Failed must be evaluated using the Slurry Seal Survey Procedures set forth in Exhibit “A-1,” attached hereto and incorporated herein by this reference. The term “Fail,” “Fails,” “Failure” or “Failed” shall mean that, prior to the expiration of the Useful Life, more than 10% of the native asphalt for any street segment (as defined in Exhibit “A-1”) becomes uncovered (i.e., no longer covered by the Product), and such uncovering does not arise out of conditions outside of PMI’s control, including, but not limited to, subgrade conditions, improper subbase and/or compaction, cracks, earthquakes, over watering, frequent sprinkler overspray, standing or ponding water, heavy truck or equipment traffic, corrosive or acid materials that may leak or spill on the Product, or a Force Majeure event.

(c) Provided PMI and the City mutually agree, either Steve Marvin, of LaBelle Marvin, or Steve Escobar, of Asphalt Pavement and Recycling Technology, shall make the exclusive determination of whether the Product Failed during its Useful Life and, if so, identify the areas and the square footage of Failure. If PMI elects not to perform the repair itself, then PMI shall pay 100% of the Product material cost for the percentage of Failed square footage, and for any related Labor and Incidental Costs to the extent there may be any such costs during the first year of the Product’s Useful Life. If Steve Marvin or Steve Escobar are unavailable to make the determination of whether the Product Failed, an independent engineer approved by both the City and PMI with qualifications and experience as extensive as Steve Marvin’s or Steve Escobar’s shall be used.

This warranty only applies to the Project that is the subject of this Agreement and no other location. If the evaluator concludes the Product Failed, PMI will bear the cost of the evaluation. If the evaluator concludes the Product did not Fail, the City will bear the cost of the evaluation.

(d) This warranty shall be ineffective unless the City provides PMI written notice of any problems, defects or perceived Failures of the Product within forty five (45) days of the City's discovery of the problem, defect or perceived Failure. PMI shall be given the opportunity to inspect, investigate, test, repair and remediate any alleged problems, defects or failures in connection with the Product prior to any repair by the City, and, repair without notice shall void and waive this warranty. Inspection, investigation, testing, repair, and remediation by PMI shall not operate as an admission of liability by PMI.

**(e) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, PMI HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**III. A new Section 1.11, "Prevailing Wages," is added to the Agreement, to read in its entirety as follows:**

**"1.11 Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates, that Contractor and all subcontractors be registered with and pay the registration fee to the Department of Industrial Relations ("DIR"), Contractor be subject to the monitoring and enforcement by the DIR, and the performance of other requirements on "Public Works" and "Maintenance" projects. 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. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected and appointed officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws."

**IV. A new Section 3.5, "Inspection and Final Acceptance," is hereby added to the Agreement, to read in its entirety as follows:**

**"3.5 Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance,

otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively."

**V. The heading of Article 5, "INSURANCE AND INDEMNIFICATION" of the Agreement is hereby amended to read as follows:**

**"ARTICLE 5. INSURANCE, ~~AND~~ INDEMNIFICATION *AND BONDS*"**

**VI. Section 5.4, "Sufficiency of Insurer," is hereby renamed "Performance and Labor Bonds" and amended to read in its entirety as follows:**

5.4 Sufficiency of Insurer:

~~Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager."~~

**"5.4 Performance and Labor Bonds.**

Concurrently with execution of this Agreement, Contractor shall deliver to the City the following bonds:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A labor and materials bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on a form approved by the City Clerk. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement."

**VII. A new Section 5.5, "Substitution of Securities," is hereby added to the Agreement, to read in its entirety as follows:**

“5.5 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor’s direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor’s completion of its obligations hereunder, as evidenced by the City’s acceptance of the work pursuant to Section 3.5 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.”

**VIII. Section 5.4, “Sufficiency of Insurer,” is hereby renumbered to Section 5.6.**

**IX. A new Section 7.10 “Liquidated Damages,” is hereby added to the Agreement, to read in its entirety as follows:**

“7.10 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit “D”). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.”

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Contractor shall perform the following tasks at the following rates:**

	<b>Quantity</b>	<b>Rate</b>	<b>Total Cost</b>	
<b>A.</b>	<b>Furnish Type I REAS</b>	200,000 gallons	\$2.84	\$568,000.00
	<b>Furnish Type II REAS</b>	420,000 gallons	\$2.34	\$982,800.00
<b>B.</b>	<b>Total REAS Gallons/Cost</b>	620,000 gallons		<b>\$1,550,800.00</b>
<b>C.</b>	<b>Deliver to Project</b>	620,000 gallons		\$55,700.00
<b>D.</b>	<b>Tax</b>	10.25%		\$164,666.25
<b>Total Material and Delivery Cost plus Tax.</b>				<b>\$1,771,166.25</b>
 <b>Equipment to Apply REAS.</b>				
	Applicator Trucks.	50	4,032/day	\$201,600.00
	Service Truck.	50	\$400/day	\$ 20,000.00
	Slurry Pump.	50	\$500/day	\$ 25,000.00
	Slurry Box.	50	\$250/day	\$ 12,500.00
	Trailers Tanker	210	\$200/each	\$ 42,000.00
	Door Hanger	1	\$600/Each	\$ 600.00
<b>Total Equipment Cost**</b>				<b>\$301,700.00</b>
<b>F.</b>	<b>Labor</b>			
	Apply REAS (1 driver & 4 crew)	50 days	5,320/day	\$266,000.00
	Cover manholes Water valves & Storm drains	50 days, 1 pp	\$2,432/day	\$121,600.00
	Posting and Notifying	50 days 2 pp	\$1,520/day	\$76,000.00
	Traffic Control	50 days	\$1,500/day	\$75,000.00
<b>Total Labor Cost.</b>				<b>\$538,600.00</b>
	Bond Cost			\$29,000.00
<b>Bond Cost</b>				<b>\$29,000.00</b>
<b>G.</b>	<b>Subcontractors</b>			
	Sweeping	58 days	\$1,600/day	\$92,800.00
<b>Total Subcontract Cost</b>				<b>\$92,800.00</b>
<b>H.</b>	<b>TOTAL Cost</b>	<b>not to exceed</b>		<b>\$2,733,266.25*</b>

\*\* Prices include Central Mix REAS, transportation of material, sweeping, traffic Control, equipment and labor for application of Central Mix slurry.



\* Any required prep work on the asphalt surface, removal of striping/RPM's/markings, restriping, crack-sealing, any electronic message, and arrow board are not included in the cost.

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.8.**
- IV. The City will compensate Contractor for the services performed upon submission of a valid invoice in accordance with Section 2.4. Each invoice is to include:**
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
  - B. Line items for all materials and equipment properly charged to the Services.**
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the services shall not exceed the Contract Sum of \$2,733,266.25 as provided in Section 2.1 of this Agreement.**
- VI. The Contractor's billing rates for all personnel are indicated above.**

**EXHIBIT "C-1"**

**EXECUTED CONTRACT BETWEEN PMI AND CITY OF LOS ANGELES**

**[SEE ATTACHED]**

# CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012



## ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 59680 13	Slurry, Premix R.E.A.S.	
Contract Dates	Payment Terms	Delivery Days ARO
11-24-20 to 12-31-22	1% Net 30	1
Central Purchasing	Vendor	Bill To
Contact: Martha Medina Phone: (213) 928-9536 E-mail: Martha.Medina@lacity.org	000034616 PETROCHEM MATERIALS INNOVATION,LLC 6168 INNOVATION WAY CARLSBAD, CA 92009	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

### Reason for Modification

Administrative Change to upload signed Amendment 7, Renewal option 5 of 5. mmm

### Renewal Period Options

Option	Effective Date	Expiration Date

### Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type I	GLL	\$2.4900		
<b>Extended Description:</b> Premix, Rubberized Emulsion, Aggregate Slurry, Type I:						
Slurry made in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
Prices reflect asphalt prices at 1/1/2016 to \$355/ton (liquid)						
2	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type II	GLL	\$2.1100		
<b>Extended Description:</b> Premix, Rubberized Emulsion, Aggregate Slurry, Type II:						
All in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
3	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type III	GLL	\$2.0100		
<b>*** THIS LINE IS NOT ACTIVE ***</b>						
<b>Extended Description:</b> Premix, Rubberized Emulsion Aggregated Slurry, Type III						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
4	30121400	Service, Regular Time Labor only (application of Central Pla	HUR	\$95.0000		
<p><b>Extended Description:</b> SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Regular rate: \$ 95.00</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>						
5	30121400	Service, Overtime Labor only (application of Central Plant M	HUR	\$142.0000		
<p><b>Extended Description:</b> SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Overtime rate: \$ 142.50</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>						
6	721417	Rental, Service/Haul Trucks (Bare)	DAY	\$200.0000		
<p><b>Extended Description:</b> Rental, Service/Haul Trucks (Bare)</p> <p>DAILY, WEEKLY &amp; MONTHLY RENTAL RATES: (Bare) Daily: \$200.00 Minimum rental time: 1 Day Number of units available: 9</p>						
7	721417	Rental, Application Trucks (Bare).	HUR	\$252.0000		
<p><b>Extended Description:</b> APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: Within the City of Los Angeles, City Limits</p> <p>Hourly: \$252.00 Overtime: \$252.00 Sunday/Holiday: \$252.00</p> <p>**Minimum rental time: 4 Hours** Number of units available: 22</p> <p>APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: NOT Within the City of Los Angeles, City Limits Hourly: \$252.00</p>						
8	721417	Job Tankers, for delivery of Premix, R.E.A.S in trailer moun	EA	\$550.0000		
<p><b>Extended Description:</b> Job Tankers, for delivery of Premix, R.E.A.S. in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>JOB TANKER: As needed Delivery of Premix, R.E.A.S in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>\$600 Per Load</p>						
9	301216	Asphalt Binder, Heavy Traffic, Structurally Modified Binder	STN	\$800.0000		
<p><b>Extended Description:</b> Heavy Traffic Binder: Structurally Modified Binder PG 76-10 (City of Los Angeles Custom Mix)</p> <p>Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.</p>						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
10	78121603	Delivery, Trucking to AP1 Asphalt Binder, PG 76-10	STN	\$17.0000		
<b>Extended Description:</b> Delivery, Trucking to Asphalt Plant 1 of Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).						
Delivery, Trucking to Asphalt Plant I of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG-10.						
11	78121603	Delivery, Trucking - AP2, Asphalt Binder, PG 76-10	STN	\$19.0000		
<b>Extended Description:</b> Delivery, Trucking to Asphalt Plant II Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).						
Delivery, Trucking to Asphalt Plant II of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG 10.						
12	721417	Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not	SMI	\$3.0000		
<b>Extended Description:</b> Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not within the City of L.A., (price to include delivery fee and mileage from PMI's shipping Plant).						
For any location outside the City of L.A., delivery change from PMI Shipping Plant						
\$3.00 per mile (\$600.00 Minimum)						
For any location outside the City of L.A., delivery change from PMI Shipping Plant \$3.00 per mile (\$600.00 Minimum)						
13	301216	Fine Aggregate Slurry Mix: Premixed REAS.	GLL	\$3.0000		
<b>Extended Description:</b> Fine Aggregate Slurry Mix: Premixed REAS.						
Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.						
14	721417	Pump Rental, Specialized Slurry Pump, (pump capable of 250	DAY	\$500.0000		
<b>Extended Description:</b> Pump Rental, Specialized Slurry Pump.						
(Pump capable of 250 gallons centralized mix slurry/minute).						
DAILY RENTAL RATES:						
Daily: \$500.00						
Minimum rental time: 1 day						
Number of units available: 12						
15	78121603	Delivery, Trucking (common carrier) AP1, Asphalt, Hvy Bndr	STN	\$17.0000		
<b>Extended Description:</b> Delivery, Trucking (common carrier) to Asphalt Plant I of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix)						
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.						
16	78121603	Delivery, Trucking (common carrier) to AP2 of Asphalt, Heavy	STN	\$19.0000		
<b>Extended Description:</b> Delivery, Trucking (common carrier) to Asphalt Plant II of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix).						
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
17	721116	Plant Opening	EA	\$1,500.0000		
<b>Extended Description:</b> Plant Opening: For, Saturday, Sunday or Holidays						
Saturday \$ 1,500						
Sunday \$ 1,500						
Holiday \$ 1,500						
18	801116	Per Diem for Los Angeles.	DAY	\$150.0000		
<b>Extended Description:</b> Per Diem for Temp Los Angeles personnel						
19	721417	Rental, Storage Tank Portable for Jobsite Work.	DAY	\$1,000.0000		
<b>Extended Description:</b> Rental, Storage Tank Portable for Jobsite Work.						
PORTABLE STORAGE TANK RENTAL:						
DAILY, RENTAL RATES:						
Daily: \$ 1,000.00						
Minimum rental time: 1 Day						
Number of units available: 5						
20	721417	Rental, Slurry Box	DAY	\$250.0000		
<b>Extended Description:</b> SLURRY BOX RENTAL:						
DAILY, RENTAL RATES:						
Daily: \$ 250.00						
Minimum rental time: 1 Day						
Number of units available: 5						
21	721417	Rental, Delivery, Tanker - Bare, each load.	EA	\$200.0000		
<b>Extended Description:</b> TANKER (Bare) DELIVERY, RENTAL:						
DAILY, RENTAL RATES:						
\$ 200.00 per load						
Number of units available: 28						
22	801116	Labor, Posting & Notifying Affected Traffic Disruptions	HUR	\$0.0100		
<b>*** THIS LINE IS NOT ACTIVE ***</b>						
<b>Extended Description:</b> NOTE: THIS LINE IS BEING REPLACED BY LINES 26 (REG.RATE) & LINES 27 (OVERTIME RATE)						
LABOR:						
Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.						
Regular rate: \$95.00						
Overtime rate: \$142.50						
Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
23	551215	Hangtag/Doorknob Notices of Affected Traffic Disruptions	EA	\$0.3000		
<b>Extended Description:</b> HANG TAG NOTICES: \$0.30 Per Hang Tag Notice \$300.00 Minimum per job = (1,000 hang tags)						
24	55121710	Traffic Control, To furnish, place/maintain traffic signage,	DAY	\$1,500.0000		
<b>Extended Description:</b> Traffic Control, To furnish, place/maintain traffic signage, excluding electronic, of affected areas, (NO LABOR INVOLVED).						
25	721417	Rental, Sweeper, Mobile Units.(only if no showCity Sweepers)	HUR	\$0.0100		
<b>*** THIS LINE IS NOT ACTIVE ***</b>						
<b>Extended Description:</b> NOTE: THIS LINE IS BEING REPLACED BY LINES 28 (REG.RATE), LINES 29 (OVERTIME RATE) & LINES 30 (SUNDAY & HOLIDAY)  HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00 Overtime Rate Hourly: \$ 300.00 Sunday/Holiday Rate Hourly: \$ 400.00  Minimum rental time: 8 Hours  Number of units available: 2						
26	801116	Labor, Reg .Rate, Posting & Notify Affected TrafficDisrupt	HUR	\$95.0000		
<b>Extended Description:</b> NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (REG.RATE)LABOR:  Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.  Regular rate: \$95.00  Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						
27	801116	Labor, Overtime Rate, Posting & Notify Affected Traffic	HUR	\$142.5000		
<b>Extended Description:</b> NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (Overtime Rate) LABOR:  Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.  Overtime rate: \$142.50  Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						
28	721417	Rental, Sweeper, Mobile Unit, Regular rate	HUR	\$200.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (REG.RATE), Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up.  HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00  Minimum rental time: 8 Hours  Number of units available: 2						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
29	721417	Rental, Sweeper, Mobile Units, Overtime Rate.	HUR	\$300.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (OVERTIME RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up. HOURLY RENTAL RATES:  Overtime Rate Hourly: \$ 300.00  Minimum rental time: 8 Hours  Number of units available: 2						
30	721417	Rental, Sweeper, Mobile Units, Sunday/ Holiday Rate.	HUR	\$400.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (Sunday & HOLIDAY RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up.  HOURLY RENTAL RATES:  Overtime Rate Hourly: \$ 400.00  Minimum rental time: 8 Hours  Number of units available: 2						
31	30121601	1781 Slurry, Pilot Program	GLL	\$2.1100		
<b>Extended Description:</b> Pilot Program: 1781 Slurry						
32	30121601	Cold in Place Recycling, CIR, Pilot Program	GLL	\$3.6500		
<b>Extended Description:</b> Pilot Program: CIR						
33	30121601	Reclaimed Asphalt Pavement RAP, Central Mixed Slurry, Pilot	GLL	\$2.0100		
<b>Extended Description:</b> Pilot Program: Reclaimed Asphalt Pavement RAP, Centrally Mixed Slurry						
34	30121601	Emulsion, Cold Patch, Modified Emulsion, Pilot Program	GLL	\$3.6500		
<b>Extended Description:</b> Pilot Program: Emulsion Cold Patch, Modified Emulsion						
35	30121601	Premix, REAS, Type II (76-22 Binder)	GLL	\$2.3500		
<b>Extended Description:</b> Premix, Rubberized Emulsion Aggregate Slurry, Type II(76-22 Binder)						
36	30121601	1781-LA (76-22 Binder)	GLL	\$2.3000		
<b>Extended Description:</b> 1781-LA (76-22 Binder)						
37	721417	Rental, Pneumatic Rubber Tire Roller	DAY	\$500.0000		
<b>Extended Description:</b> Rental, Pneumatic Rubber Tire Roller						
38	78121603	Delivery Fee, Job Trailer for delivery of Equipment	EA	\$600.0000		
<b>Extended Description:</b> Delivery Fee, Job Trailer for delivery of Equipment to any location within the City of Los Angeles						

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Authorized By \_\_\_\_\_



# Annual Requirements Contract Clauses, Terms, and Conditions

## Line Item Provisions

Clauses and Comments on PDF

## Document Provisions

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## Supporting Documents

CONTRACT COMMENTS

<b>Document ID</b> 59680	<b>Document Phase</b> Final	<b>Document Description</b> Slurry, Premix R.E.A.S.	<b>Page 8</b> of 11
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<b>Document ID</b> 59680	<b>Document Phase</b> Final	<b>Document Description</b> Slurry, Pre-Mix R.E.A.S.	<b>Page 9</b> of 11
Procurement Analyst: Martha Medina E-mail address: Martha.Medina@lacity.org		Phone Number: 213-928-9536 Fax Number: 213-928-9511	

Requirements Contract for: **\*\*Slurry, Pre-Mix R.E.A.S. \*\*** Award No. 59680

Payment Terms: 1.88% net 30 days Delivery: 1 Days ARO RFQ No.:EV4672 Previous Contract: 59180

Renewal Options: 5      Option Date 1 = --/--/--      Option Date 2 = --/--/--      Option Date 3 = --/--/--  
Options Granted: 0      Option Date 4 = --/--/--      Option Date 5 = --/--/--

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number EV4672, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

**NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.**

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**SUPPLIER CONTACT:**

Contact Person: Frank B. Hoffman, Title: C. F. O.  
Telephone No.: 760-603-0961  
Fax No.: 760-603-0962  
E-Mail Address: frank@pmitechnology.com  
24 Hour Contact No.: 760-271-0197

**CONTRACT PURCHASE ORDERS:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

**APPROVED CONTRACT ITEM PURCHASES:**

The listed items cover the only products approved for purchase under this contract. The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

**RENEWAL OPTION:**

The City reserves the right to renew this contract for 5 additional one (1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:**

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility

Document ID	Document Phase	Document Description	Page
bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.	Final	Slurry, Premix R.E.A.S.	10 of 11

No increases will be granted without prior approval of the City Purchasing Agent. ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

**AUTHORIZED DISTRIBUTOR/DEALER:**

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

**ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:**

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**INSURANCE:**

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

Document ID	Document Phase	Document Description	Page
REPRESENTATIVE SAMPLE TESTING: 35000	REPRESENTATIVE SAMPLE TESTING: Final	Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.	11 of 11

**SALES/USE TAX PAID DIRECTLY TO STATE:**

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

**REPRESENTATIVE SAMPLE TESTING:**

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

**SALES/USE TAX PAID DIRECTLY TO STATE:**

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

**OTHER GOVERNMENT AGENCY PURCHASES:**

Other government agencies may make purchases using the prices, terms and conditions of this contract.

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

ERIC GARCETTI  
MAYOR

June 7, 2022

Petrochem Manufacturing, Inc.  
6168 Innovation Way  
Carlsbad, CA 92009

SUBJECT: CITY LOS ANGELES SUPPLY CONTRACT 59680 - AMENDMENT 9  
**SLURRY, PREMIX R.E.A.S.**


The following price changes are effective June 6, 2022:

Line	Description	Old Price	New Price
1	Premix REAS Type I	\$2.72/gallon	\$2.84/gallon
2	Premix REAS Type II	\$2.26/gallon	\$2.34/gallon
3	Premix REAS Type III	\$2.26/gallon	\$2.34/gallon

*This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.*

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Martha Medina, at 213-928-9536, or via e-mail to Martha.Medina@lacity.org.

Tony M. Royster   
General Manager and  
City Purchasing Agent  
By:   
Supply Services Manager

Approved as to Form  
Michael N. Feuer  
City Attorney  
By:   
Kimberly Miera  
Deputy City Attorney



CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

ERIC GARCETTI  
MAYOR

December 30, 2017

Petrochem Manufacturing, Inc.  
6168 Innovation Way  
Carlsbad, CA 92009

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59680 – AMENDMENT 01  
SLURRY, PREMIX R.E.A.S.

The City of Los Angeles hereby exercises Contract Renewal Option Number 1, in accordance with the Contract terms. The Contract will now expire on 12/31/2018.

The following items are being added, effective 01/01//2018:

Line #	Description	Price
31	Pilot Program, #1781 Slurry	\$1.96/Gallon
32	Pilot Program, Cold in Place Recycling, CIR	\$3.65/Gallon
33	Pilot Program, Reclaimed Asphalt Pavement Centrally Mixed Slurry	\$2.01/Gallon
34	Pilot Program, Emulsion Cold Patch, Modified Emulsion	\$3.65/Gallon


Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustment for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any increases granted are effective on the date of the City Purchasing Agent's approval.**

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Martha Medina, Procurement Analyst, at 213-928-9536 or via e-mail Martha.Medina@lacity.org.

Tony M. Royster  
General Manager and  
City Purchasing Agent

By:   
Supply Services Manager

Approved as to Form  
Michael N. Feuer  
City Attorney

By:   
Arletta Maria Brimsey  
Deputy City Attorney

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

April 8, 2019

Mr. Frank B. Hoffman  
C.F.O. and C.O.O.  
Petrochem Manufacturing, Inc.  
6168 Innovation Way  
Carlsbad, CA 92009

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59680 – AMENDMENT 03  
Slurry, Pre-mix R.E.A.S.

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The following price changes are effective 3/22/2019:

Item #	Description	UOM	Old Price	New Price
1	Premix, Rubberized Emulsion Aggregate Slurry, Type I	GLL	\$2.38	\$2.59
2	Premix, Rubberized Emulsion Aggregate Slurry, Type II	GLL	\$2.01	\$2.16
31	1781-LA, Pilot Program	GLL	\$1.96	\$2.11

The following items are added effective 3/22/2019:


Item #	Item/Cat ID	Description	UOM	Price
35	30121601	Premix, Rubberized Emulsion Aggregate Slurry Type II (76-22 Binder)	GLL	\$2.35
36	30121601	1781-LA (76-22 Binder)	GLL	\$2.30
37	721417	Rental, Pneumatic Rubber Tire Roller	DAY	\$500.00
38	78121603	Delivery Fee, Job Trailer for delivery of Equipment to any location within the City of Los Angeles	EA	\$600.00

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.






All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Melizza Estur, Procurement Analyst, at (213) 978-6905 or via e-mail: [melizza.estur@lacity.org](mailto:melizza.estur@lacity.org).

  
Tony M. Royster  
General Manager and  
City Purchasing Agent

Approved as to Form  
Michael N. Feuer  
City Attorney

  
By:   
Supply Services Manager

By:   
Arletta Maria Brimsey  
Deputy City Attorney

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-8585  
FAX NO. (213) 928-8515

August 29, 2019

Petrochem Manufacturer, Inc.  
6168 Innovation Way  
Carlsbad, CA 92009

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59680 – AMENDMENT 04  
SLURRY, PREMIX R.E.A.S.

Price decrease for following Commodity Line Items, effective August 26, 2019:

<u>Commodity Line</u>	<u>Description</u>	<u>Old Price</u>	<u>New Price</u>
01	Premix, Rubberized Emulsion Aggregate Slurry, Type I	\$ 2.59	\$ 2.49
02	Premix, Rubberized Emulsion Aggregate Slurry, Type II	\$ 2.16	\$ 2.11
08	Job Tankers, for delivery of Premix REAS in trailers	\$ 600.00	\$ 550.00

**GTC-15. Contract Purchase Orders:**

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustments for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any increases granted are effective on the date of the City Purchasing Agent's approval.**



CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Brillando B. Valmonte, Procurement Analyst, at 213-928-9537, or via e-mail to [brillando.valmonte@lacity.org](mailto:brillando.valmonte@lacity.org).

Tony M. Royster  
General Manager and  
City Purchasing Agent

Approved as to Form  
Michael N. Feuer  
City Attorney

By: \_\_\_\_\_  
Supply Services Manager  
*BR*

By: \_\_\_\_\_  
Kimberly D. Miera  
Deputy City Attorney



AN EQUAL EMPLOYMENT OPPORTUNITY -- AFFIRMATIVE ACTION EMPLOYER



# CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent  
 111 E 1ST STREET  
 ROOM 110  
 LOS ANGELES CA 90012



## ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 59680 7	Slurry, Premix R.E.A.S.	
Contract Dates	Payment Terms	Delivery Days ARO
01-01-16 to 12-31-19	1% Net 30	1
Central Purchasing	Vendor	Bill To
Contact: Daisy Curaming Phone: (213) 978-0812 E-mail: daisy.curaming@lacity.org	000034616 PETROCHEM MATERIALS INNOVATION,LLC 6168 INNOVATION WAY CARLSBAD, CA 92008	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

### Reason for Modification

Amendment 02-changed expiration date from 12/31/2018 to 12/3/2019. Discontinued Line 3, per End-user item is the same as Line 31.

### Renewal Period Options

Option	Effective Date	Expiration Date
2	01-01-19	12-31-19
3	01-01-20	12-31-20
4	01-01-21	12-31-21
5	01-01-22	12-31-22

### Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type I	GLL	\$2.3800		
<b>Extended Description:</b> Premix, Rubberized Emulsion, Aggregate Slurry, Type I:						
Slurry made in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
Prices reflect asphalt prices at 1/1/2016 to \$355/ton (liquid)						
2	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type II	GLL	\$2.0100		
<b>Extended Description:</b> Premix, Rubberized Emulsion, Aggregate Slurry, Type II:						
All in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.						
3	30121601	Premix, Rubberized Emulsion Aggregated Slurry, Type III	GLL	\$2.0100		
<b>*** THIS LINE IS NOT ACTIVE ***</b>						
<b>Extended Description:</b> Premix, Rubberized Emulsion Aggregated Slurry, Type III						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
4	30121400	Service, Regular Time Labor only (application of Central Pla	HUR	\$95.0000		
<p><b>Extended Description:</b> SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Regular rate: \$ 95.00</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>						
5	30121400	Service, Overtime Labor only (application of Central Plant M	HUR	\$142.0000		
<p><b>Extended Description:</b> SERVICE, LABOR, PER PERSON: Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.</p> <p>Overtime rate: \$ 142.50</p> <p>Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.</p>						
6	721417	Rental, Service/Haul Trucks (Bare)	DAY	\$200.0000		
<p><b>Extended Description:</b> Rental, Service/Haul Trucks (Bare)</p> <p>DAILY, WEEKLY &amp; MONTHLY RENTAL RATES: (Bare) Daily: \$200.00 Minimum rental time: 1 Day Number of units available: 9</p>						
7	721417	Rental, Application Trucks (Bare).	HUR	\$252.0000		
<p><b>Extended Description:</b> APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: Within the City of Los Angeles, City Limits</p> <p>Hourly: \$252.00 Overtime: \$252.00 Sunday/Holiday: \$252.00</p> <p>**Minimum rental time: 4 Hours** Number of units available: 22</p> <p>APPLICATION TRUCKS: (Bare)</p> <p>HOURLY RENTAL RATES: NOT Within the City of Los Angeles, City Limits Hourly: \$252.00</p>						
8	721417	Job Tankers, for delivery of Premix, R.E.A.S in trailer moun	EA	\$600.0000		
<p><b>Extended Description:</b> Job Tankers, for delivery of Premix, R.E.A.S. in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>JOB TANKER: As needed Delivery of Premix, R.E.A.S in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.</p> <p>\$600 Per Load</p>						
9	301216	Asphalt Binder, Heavy Traffic, Structurally Modified Binder	STN	\$800.0000		
<p><b>Extended Description:</b> Heavy Traffic Binder: Structurally Modified Binder PG 76-10 (City of Los Angeles Custom Mix)</p> <p>Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.</p>						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
10	78121603	Delivery, Trucking to AP1 Asphalt Binder, PG 76-10	STN	\$17.0000		
<b>Extended Description:</b> Delivery, Trucking to Asphalt Plant 1 of Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).						
Delivery, Trucking to Asphalt Plant I of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG-10.						
11	78121603	Delivery, Trucking - AP2, Asphalt Binder, PG 76-10	STN	\$19.0000		
<b>Extended Description:</b> Delivery, Trucking to Asphalt Plant II Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).						
Delivery, Trucking to Asphalt Plant II of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG 10.						
12	721417	Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not	SMI	\$3.0000		
<b>Extended Description:</b> Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not within the City of L.A., (price to include delivery fee and mileage from PMI's shipping Plant).						
For any location outside the City of L.A., delivery change from PMI Shipping Plant						
\$3.00 per mile (\$600.00 Minimum)						
For any location outside the City of L.A., delivery change from PMI Shipping Plant \$3.00 per mile (\$600.00 Minimum)						
13	301216	Fine Aggregate Slurry Mix: Premixed REAS.	GLL	\$3.0000		
<b>Extended Description:</b> Fine Aggregate Slurry Mix: Premixed REAS.						
Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.						
14	721417	Pump Rental, Specialized Slurry Pump, (pump capable of 250	DAY	\$500.0000		
<b>Extended Description:</b> Pump Rental, Specialized Slurry Pump.						
(Pump capable of 250 gallons centralized mix slurry/minute).						
DAILY RENTAL RATES:						
Daily: \$500.00						
Minimum rental time: 1 day						
Number of units available: 12						
15	78121603	Delivery, Trucking (common carrier) AP1, Asphalt, Hvy Bndr	STN	\$17.0000		
<b>Extended Description:</b> Delivery, Trucking (common carrier) to Asphalt Plant I of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix)						
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.						
16	78121603	Delivery, Trucking (common carrier) to AP2 of Asphalt, Heavy	STN	\$19.0000		
<b>Extended Description:</b> Delivery, Trucking (common carrier) to Asphalt Plant II of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix).						
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
17	721116	Plant Opening	EA	\$1,500.0000		
<b>Extended Description:</b> Plant Opening: For, Saturday, Sunday or Holidays						
Saturday \$ 1,500						
Sunday \$ 1,500						
Holiday \$ 1,500						
18	801116	Per Diem for Los Angeles.	DAY	\$150.0000		
<b>Extended Description:</b> Per Diem for Temp Los Angeles personnel						
19	721417	Rental, Storage Tank Portable for Jobsite Work.	DAY	\$1,000.0000		
<b>Extended Description:</b> Rental, Storage Tank Portable for Jobsite Work.						
PORTABLE STORAGE TANK RENTAL:						
DAILY, RENTAL RATES:						
Daily: \$ 1,000.00						
Minimum rental time: 1 Day						
Number of units available: 5						
20	721417	Rental, Slurry Box	DAY	\$250.0000		
<b>Extended Description:</b> SLURRY BOX RENTAL:						
DAILY, RENTAL RATES:						
Daily: \$ 250.00						
Minimum rental time: 1 Day						
Number of units available: 5						
21	721417	Rental, Delivery, Tanker - Bare, each load.	EA	\$200.0000		
<b>Extended Description:</b> TANKER (Bare) DELIVERY, RENTAL:						
DAILY, RENTAL RATES:						
\$ 200.00 per load						
Number of units available: 28						
22	801116	Labor, Posting & Notifying Affected Traffic Disruptions	HUR	\$0.0100		
*** THIS LINE IS NOT ACTIVE ***						
<b>Extended Description:</b> NOTE: THIS LINE IS BEING REPLACED BY LINES 26 (REG.RATE) & LINES 27 (OVERTIME RATE)						
LABOR:						
Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.						
Regular rate: \$95.00						
Overtime rate: \$142.50						
Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
23	551215	Hangtag/Doorknob Notices of Affected Traffic Disruptions	EA	\$0.3000		
<b>Extended Description:</b> HANG TAG NOTICES: \$0.30 Per Hang Tag Notice \$300.00 Minimum per job = (1,000 hang tags)						
24	55121710	Traffic Control, To furnish, place/maintain traffic signage,	DAY	\$1,500.0000		
<b>Extended Description:</b> Traffic Control, To furnish, place/maintain traffic signage, excluding electronic, of affected areas, (NO LABOR INVOLVED).						
25	721417	Rental, Sweeper, Mobile Units.(only if no showCity Sweepers)	HUR	\$0.0100		
*** THIS LINE IS NOT ACTIVE *** <b>Extended Description:</b> NOTE: THIS LINE IS BEING REPLACED BY LINES 28 (REG.RATE), LINES 29 (OVERTIME RATE) & LINES 30 (SUNDAY & HOLIDAY)  HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00 Overtime Rate Hourly: \$ 300.00 Sunday/Holiday Rate Hourly: \$ 400.00  Minimum rental time: 8 Hours  Number of units available: 2						
26	801116	Labor, Reg .Rate, Posting & Notify Affected TrafficDisrupt	HUR	\$95.0000		
<b>Extended Description:</b> NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (REG.RATE)LABOR:  Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.  Regular rate: \$95.00  Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						
27	801116	Labor, Overtime Rate, Posting & Notify Affected Traffic	HUR	\$142.5000		
<b>Extended Description:</b> NOTE: THIS LINE IS REPLACEMENT FOR LINES 22 (Overtime Rate) LABOR:  Labor, Posting and Notifying of Affected Traffic Disruptions Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.  Overtime rate: \$142.50  Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.						
28	721417	Rental, Sweeper, Mobile Unit, Regular rate	HUR	\$200.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (REG.RATE), Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up.  HOURLY RENTAL RATES: Regular Rate Hourly: \$ 200.00  Minimum rental time: 8 Hours  Number of units available: 2						



Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
29	721417	Rental, Sweeper, Mobile Units, Overtime Rate.	HUR	\$300.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (OVERTIME RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up. HOURLY RENTAL RATES:  Overtime Rate Hourly: \$ 300.00  Minimum rental time: 8 Hours  Number of units available: 2						
30	721417	Rental, Sweeper, Mobile Units, Sunday/ Holiday Rate.	HUR	\$400.0000		
<b>Extended Description:</b> NOTE: THIS LINE REPLACES LINES 25 (Sunday & HOLIDAY RATE) Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up.  HOURLY RENTAL RATES:  Overtime Rate Hourly: \$ 400.00  Minimum rental time: 8 Hours  Number of units available: 2						
31	30121601	1781 Slurry, Pilot Program	GLL	\$1.9600		
<b>Extended Description:</b> Pilot Program: 1781 Slurry						
32	30121601	Cold in Place Recycling, CIR, Pilot Program	GLL	\$3.6500		
<b>Extended Description:</b> Pilot Program: CIR						
33	30121601	Reclaimed Asphalt Pavement RAP, Central Mixed Slurry, Pilot	GLL	\$2.0100		
<b>Extended Description:</b> Pilot Program: Reclaimed Asphalt Pavement RAP, Centrally Mixed Slurry						
34	30121601	Emulsion, Cold Patch, Modified Emulsion, Pilot Program	GLL	\$3.6500		
<b>Extended Description:</b> Pilot Program: Emulsion Cold Patch, Modified Emulsion						

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Authorized By

CITY OF LOS ANGELES  
CALIFORNIA

TONY M. ROYSTER  
GENERAL MANAGER  
AND  
CITY PURCHASING AGENT



ERIC GARCETTI  
MAYOR

DEPARTMENT OF  
GENERAL SERVICES  
ROOM 701  
CITY HALL SOUTH  
111 EAST FIRST STREET  
LOS ANGELES, CA 90012  
(213) 928-9555  
FAX No. (213) 928-9515

November 20, 2019

Petrochem Manufacturing, Inc.  
6168 Innovation Way  
Carlsbad, CA 92009

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59680 – AMENDMENT 5  
SLURRY, PREMIX R.E.A.S

The City of Los Angeles hereby exercises Contract Renewal Option Number 3, in accordance with the Contract terms. The Contract will now expire on 12/31/2020.


Supplier requests for price adjustments must include a cover letter and price list(s) from the manufacturer, wholesaler or distributor, and show new price and percentage adjustments for each contract line item or product group. **No increases will be granted without prior approval of the City Purchasing Agent. Any Increases granted are effective on the date of the City Purchasing Agent's approval.**

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Brillando B. Valmonte, Procurement Analyst, at 213-928-9537, or via e-mail to [brillando.valmonte@lacity.org](mailto:brillando.valmonte@lacity.org).

Tony M. Royster  
General Manager and  
City Purchasing Agent

Approved as to Form  
Michael N. Feuer  
City Attorney

By:   
Supply Services Manager

By:   
Kimberly D. Miera  
Deputy City Attorney



**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

**I. Contractor shall perform all work timely in accordance with the following schedule:**

	<b><u>Days to Perform</u></b>	<b><u>Deadline Date</u></b>
<b>A.</b> Pre-construction meeting	1	10 days after contract is awarded by the City
<b>B.</b> Apply material (all areas)	50 working days	From the starting date specified in the Notice to Proceed
<b>C.</b> Sweeping (all areas)	58 working days	From the starting date specified in the Notice to Proceed

**II. Contractor shall deliver the following tangible work products to the City by the following dates.**

- A. Pre-Construction Meeting Agenda by 9/23/22 (Pre-Construction Meeting)
- B. Work and Street Schedule to be presented at the Pre-Construction Meeting
- C. Daily Weight Tickets for Types I and II REAS
- D. Financial Status Recap after each week

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**