

AGREEMENT FOR PROFESSIONAL SERVICES

Job-Order Pavement Repairs Contract

This Agreement is made on June 20, 2023, by and between R. Burke Corporation, a California Corporation (“Contractor”), and the City of Santa Maria, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

WHEREAS, City has determined it is in the public interest to proceed with the work hereinafter described as "Project"; and

WHEREAS, City has determined the Project involves the performance of construction services of a temporary nature; and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, City has requested the Contractor to provide manpower to complete the Project; and

WHEREAS, Contractor is registered or licensed in California to perform construction services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

2.01. Term and Termination. The term of this contract is two (2) years, beginning on the date first written above. This contract may be extended by mutual consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state, or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Contractor shall determine the method, details, and means of providing miscellaneous pavement repairs services. More specifically, Contractor agrees to perform the specific services listed in Exhibit “A.”

2.03. City’s Duties. City’s duties under this Agreement are to cooperate with Contractor in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit “B.”

2.05. Insurance. Contractor shall provide insurance as listed in Exhibit “C.”

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated

3. Contractor's Obligations.

3.01. Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this agreement efficiently and effectively. Contractor may represent, perform services for, and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with City's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Contractor (including its employees) is an independent contractor. No employer/employee relationship exists between Contractor and the City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of the City. The City is not required to make any deductions or withholdings from the compensation payable to Contractor under this agreement. Contractor (as a business entity, including its employees) is a "design professional" as defined by California Civil Code section 2782.8(c)(3).

3.04. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Contractor including its employees. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the CITY and a representative of CONTRACTOR, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

To City:
Thomas M. Korman, P.E., P.L.S.
Principal Civil Engineer
110 East Cook Street
Santa Maria, CA 93454

To Contractor:
R. Burke Corporation
Attn: Robert E Burke
P.O. Box 957
San Luis Obispo, CA 93406

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be

effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Contractor shall submit copies of its current business license and current certificate of workers' compensation coverage to the City before beginning work on this project.

4.10. Prevailing Wage. Prevailing Wage. If applicable, Contractor and all Subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

R. BURKE CORPORATION, A
California Corporation

CITY OF SANTA MARIA, a political
subdivision of the State of California

By: **ROBERT E BURKE**
President

By: **JASON STILWELL**
City Manager

ATTEST:

Rhonda M. White, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

Risk Manager

EXHIBIT "A"

SERVICES TO BE PERFORMED

Sawcutting (S)

S-1-a Sawcut (3" Thick Base Bid)

Payment for the sawcut of hot mix asphalt (3" thick base bid) shall be paid per lineal foot (LF). This item includes sawcutting existing hot mix asphalt and/or concrete at a nominal 3" thickness.

S-1-b Sawcut (1" Thick Increment, greater than 3")

Payment for thicker pavement sections shall be paid per lineal foot (LF) in 1" increments, greater than the 3" thick base bid. This item includes sawcutting existing hot mix asphalt and/or concrete greater than the 3" thick base bid.

Demolition (D)

D-1-a, D-1-b, and D-1-c Demolition and Disposal (3" Thick Base Bid)

Payment for Demolition and Disposal (3" Thick Base Bid) of existing pavement sections (hot mix asphalt and/or concrete, aggregate base and earth) shall be paid per square foot (SF). This item includes all cost associated in the removal and disposal of existing pavement sections. Note: this bid item will be used with bid items S-1-a and S-1-b Sawcut.

D-1-d Demolition and Disposal (1" Thick Increment, greater than 3")

Payment for Demolition and Disposal (1" Thick Increment, greater than 3") of existing pavement sections (hot mix asphalt and/or concrete, aggregate base and earth) shall be paid per square foot (SF) in 1" increments, greater than the 3" thick Base Bid. This item includes all cost associated in the removal and disposal of existing pavement sections. Note: this bid item will be used with bid items S-1-a and S-1-b Sawcut.

Aggregate Base (AB)

AB-1-a, AB-1-b, AB-1-c, AB-1-d, and AB-1-e Furnish, Place and Compact Class II Aggregate Base (4" Thick Base Bid)

Payment for Furnish, Place and Compact Class II Aggregate Base (4" Thick Base Bid) shall be paid per square foot (SF). This item includes all cost associated with furnishing, placing, and compacting Class II Aggregate.

AB-1-f Furnish, Place and Compact Class II Aggregate Base (1 Thick increment, greater than 4")

Payment for Furnish, Place and Compact Class II Aggregate Base (1" Thick increment, greater than 3" shall be paid per square foot (SF) in 1" increments, greater than the 4" thick Base Bid. This item includes all cost associated with furnishing, placing, and compacting Class II Aggregate.

Taper Grind (TG)

TG-1-a, TG-1-b, and TG-1-c, Demolition and Disposal by Taper Grind (3" Thick, 20' wide Base Bid

Payment for Demolition and Disposal by Taper Grinding of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF). This work shall consist of furnishing all labor, equipment, supplies, materials, and supervision necessary to complete all operations associated with performing a Taper Grind 3" Thick to 0" Thick, over a 20' width.

TG-1-d, Demolition and Disposal by Taper Grind (1" Thick increment greater than 3", 20' wide Base Bid

Payment for Demolition and Disposal by Taper Grinding (1" Thick Increment, greater than 3") of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF). This work shall consist of furnishing all labor, equipment, supplies, materials, and supervision necessary to complete all operations associated with performing a Taper Grind 1" Thick increments greater than 3") to 0" Thick, over a 20' width.

Grinding (G)

G-1-a, G-1-b, and G-1-c Demolition and Disposal by Grinding (3" Thick Base Bid)

Payment for Demolition and Disposal by Grinding (3" Thick Base Bid) of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF). This item includes all cost associated in the removal and disposal by grinding of existing pavement sections.

G-1-d Demolition and Disposal by Grinding (1" Thick Increment, greater than 3")

Payment for Demolition and Disposal by Grinding (1" Thick Increment, greater than 3") of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF) in 1" increments, greater than the 3" thick Base Bid. This item includes all cost associated in the removal and disposal by grinding of existing pavement sections.

Leveling Course (LC)

LC-1-a, LC-1-b, and LC-1-c Leveling Course (1" Hot Mix Asphalt Paving, Type A 1/2"agg.)

Measurement and payment for this item shall be on a per square foot (SF) basis. The unit price shall pay for all costs of "1" Hot Mix Asphalt Paving (1/2" Type A) (Leveling Course). The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; applying tack coat; and placing, spreading, and compacting asphalt concrete as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Pavement Reinforcement

PG-1-a Paving Grid (Class II, with 1" Openings) and Paving Fabric, respectively. Payment for Furnish and Place paving fabric shall be paid per square foot (SF). This work shall consist of furnishing all labor, equipment, supplies, materials, and supervision necessary to complete all operations associated with the installation of pavement reinforcing grid under or between asphalt concrete overlays. Tack coat is included in the payment for paving grid.

PF-1-a Paving Fabric

Payment for Furnish and Place paving fabric shall be paid per square foot (SF). This work shall consist of furnishing all labor, equipment, supplies, materials, and supervision necessary to complete all operations associated with the installation of pavement reinforcing fabric under or between asphalt concrete overlays. Tack coat is included in the payment for paving fabric.

Production Paving (PP)

PP-1-a, PP-1-b, and PP-1-c Furnish, Place and Compact Hot Mix Asphalt (3" Thick Base Bid)

Payment for Furnish, Place and Compact Hot Mix Asphalt (3" Thick Base Bid) shall be paid per (SF) square foot. Payment for thicker section of hot mix asphalt shall be paid by the base bid plus price per square foot of 1" thick increment under Bid Item No. PP-1-d. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; applying tack coat; and placing, spreading, and compacting asphalt concrete as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

PP-1-d Furnish, Place and Compact Hot Mix Asphalt (1" Thick Increment, greater than 3")

Payment for Furnish, Place and Compact Hot Mix Asphalt (1" Thick Increment, greater than 3") shall be paid per (SF) square foot in 1" increments, greater than the 3" thick Base Bid. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals for recompacting aggregate base or subgrade; applying tack coat; and placing, spreading, and compacting asphalt concrete as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. This bid item will be used with bid items PP-1-a, PP-1-b, and PP-1-c.

Dig Out (DO)

DO-1-a, DO-1-b, and DO-1-c Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (6" Thick Base Bid)

Payment for Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (6" Thick Base Bid) of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF). This item includes all cost associated in the removal and disposal by grinding of existing pavement sections, and hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt

for production paving complete in place, as shown on the plans or directed by the Engineer.

DO-1-d Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (3" Thick Increment, greater than 6")

Payment for Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (3" Thick increments, greater than the 6" Base Bid) of existing pavement sections (hot mix asphalt, aggregate base and earth) shall be paid per square foot (SF). This item includes all cost associated in the removal and disposal by grinding of existing pavement sections, and hot mix asphalt placement, finishing and other cost associated to install hot mix asphalt for production paving complete in place, as shown on the plans or directed by the Engineer. This bid item will be used with bid items DO-1-a, DO-1-b, and DO-1-c.

Grind in Pace (GiP)

GiP-1-a, GiP-1-b, GiP-1-c Grind In Place (6" Thick Base Bid)

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to grind existing Hot Mixed Asphalt, spread to grade, remove excess, grindings, and compact in place.

Shoulder Backing (SB)

SB-1-a Shoulder Backing

Measurement and payment for this item shall be on a per square foot (SF) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary to spread to grade, remove excess, grindings, and compact in place.

Adjustments to Grade

MW-1-a Remove, Replace, and Adjust Monument Well to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removal, disposal, replacement, installation, and adjustment to grade of monument well, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing monument well prior to construction, and installing a monument well at final grade after grading and/or paving operations.

WV-1-a Remove, Replace, and Adjust Water Valve Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removal, disposal, replacement, installation, and adjustment to grade of water valve boxes, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal and

disposing of the existing water valve box prior to construction, and installing a new water valve box at final grade after grading and/or paving operations. This item also includes protecting valve risers during construction, and shortening or extending valve risers as appropriate.

SC-1-a Remove, Replace, and Adjust Sewer Cleanout Box to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment and incidentals necessary for removal, disposal, replacement, installation, and adjustment to sewer cleanout, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal and disposal of the sewer cleanout box prior to construction, and installing a sewer cleanout box at final grade after grading and/or paving operations. This item also includes protecting risers during construction, and shortening or extending piping as appropriate.

SS-1-a Remove, Replace, and Adjust Sanitary Sewer Manhole to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removal, disposal, replacement, installation, and adjustment to sewer manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing sewer manhole frame and cover to construction, and installing a sewer manhole frame and cover at final grade after grading and/or paving operations. This item also includes protecting risers during construction, and shortening or extending rings as appropriate.

S-1-a Remove, Replace, and Adjust Sewer Manhole to Grade

Measurement and payment for this item shall be on a per each (EA) basis. The work shall include, but not be limited to, furnishing all labor, materials, tools, equipment, and incidentals necessary for removal, disposal, replacement, installation, and adjustment to sewer manhole, complete in place, in accordance with the plans and specifications, and as directed by the Engineer. This work also includes removal of the existing sewer manhole frame and cover to construction, and installing a sewer manhole frame and cover at final grade after grading and/or paving operations. This item also includes protecting risers during construction, and shortening or extending rings as appropriate.

Traffic Control (TC)

Payment for standard traffic control as needed shall be included in various unit prices of the project. Standard traffic control for any single project shall include up to the following:

- 8 Vinyl Signs (of appropriate type for the given project) with Stands
- 100 24" Traffic Cones with Reflective Bands
- 50 Class 1 Barricades
- 50 Class 1 Barricades with flashers
- 4 Class 3 Barricades
- 50 Delineators with Reflective Bands

-- Paper Traffic Signage as Needed

All other traffic control shall be paid per Section 9-1.03, "Force Account", of the Standard Specifications except those for which there is a specific bid item.

TC-1-a Changeable Message Sign

Payment for Changeable Message Sign, when required by the Engineer, shall be paid per day (Day). This item includes material, labor, equipment, and other cost associated to furnish, place, operate and maintain changeable message boards as required.

TC-2-a Flag person

Payment for Flag person, when required by the Engineer, shall be paid per hour (Hr). This item includes 50% of the cost for labor, equipment and other cost associated to furnish competent flag person(s) during construction operations.

PL-1-a Premium Labor

Payment for Premium Labor on City projects shall be paid as an adjustment factor percentage (AF%) to the Total Base Bid. This item includes all costs associated with premium labor. Premium labor is defined as labor required by the City to be performed outside approved weekday (M-F) construction hours. Approved construction hours are limited to 7:00 am to 7:00 pm Monday through Friday, 8:00 am to 6:00 pm Saturday and 10:00 am to 5:00 pm Sunday. Contractors wishing to perform labor outside approved construction hours may do so at the written authorization of the City but may not apply the premium labor adjustment factor percentage (AF%) to such work.

EXHIBIT "B"

PAYMENT

I. Progress Authorization

This contract is subject to the requirements of Page G-9 of the Purchasing Guidelines for the City of Santa Maria.

Individual task order will be created under this Master Agreement for the completion of each task.

The aggregate not-to-exceed fee for all tasks provided during the initial one-year term of the Agreement shall be \$4,000,000.00.

II. Invoice procedure.

- A. Payment shall be at the conclusion of the Project based on the billable charges.
- B. The Contractor shall present the bill for charges by the second day of the month.
- C. The Contractor's bill shall be substantiated by appropriate documentation, and include an itemized listing of personnel, subcontractors, and other direct costs incurred.

III. Maximum billable amounts

Under no circumstance shall the total of all payments to the Contractor exceed ninety percent (90%) of the maximum not-to-exceed cost, prior to acceptance by the City of all items to be completed as noted within Exhibit "A".

| Item No. | Quantity Increment | Unit | Description | Unit Price |
|-------------------------------|--------------------|------|---|------------|
| SAWCUTTING (S) | | | | |
| S-1-a | N/A | LF | Sawcut (3" Thick Base Bid) | \$ 5.00 |
| S-1-b | N/A | LF | Sawcut (1" Thick Increment, greater than 3") | \$ 2.00 |
| DEMOLITION (D) | | | | |
| D-1-a | 1 - 5,000 | SF | HMA Demolition and Disposal (3" Thick Maximum) | \$ 5.00 |
| D-1-b | 5,001 + 10,000 | SF | HMA Demolition and Disposal (3" Thick Maximum) | \$ 5.00 |
| D-1-c | 10,001 + | SF | HMA Demolition and Disposal (3" Thick Maximum) | \$ 5.00 |
| D-1-d | N/A | SF | HMA Demolition and Disposal (1" Thick Increment greater than 3") | \$ 2.00 |
| AGGREGATE BASE (AB) | | | | |
| AB-1-a | 1 - 5,000 | SF | Furnish, Place, and Compact Class II Aggregate Base (4" Thick Base Bid) | \$ 6.00 |
| AB-1-b | 5,001 - 10,000 | SF | Furnish, Place, and Compact Class II Aggregate Base (4" Thick Base Bid) | \$ 6.00 |
| AB-1-c | 10,001 - 50,000 | SF | Furnish, Place, and Compact Class II Aggregate Base (4" Thick Base Bid) | \$ 6.00 |
| AB-1-d | 50,001 - 100,000 | SF | Furnish, Place, and Compact Class II Aggregate Base (4" Thick Base Bid) | \$ 6.00 |
| AB-1-e | 100,001 + | SF | Furnish, Place, and Compact Class II Aggregate Base (4" Thick Base Bid) | \$ 6.00 |
| AB-1-f | N/A | SF | Furnish, Place, and Compact Class II Aggregate Base (1" Thick Increment, greater than 4") | \$ 1.00 |
| TAPER GRIND (TG) | | | | |
| TG-1-a | 1 - 50,000 | SF | Demolition and Disposal by Taper Grinding (3" Thick, 20' wide Base Bid) | \$ 3.00 |
| TG-1-b | 50,001 - 100,000 | SF | Demolition and Disposal by Taper Grinding (3" Thick, 20' wide Base Bid) | \$ 3.00 |
| TG-1-c | 100,001 + | SF | Demolition and Disposal by Taper Grinding (3" Thick, 20' wide Base Bid) | \$ 3.00 |
| TG-1-d | N/A | SF | Demolition and Disposal by Taper Grinding (1" Thick Increment greater than 3", 20' wide Base Bid) | \$ 1.00 |
| GRINDING (G) | | | | |
| G-1-a | 1 - 50,000 | SF | Demolition and Disposal by Grinding (3" Thick Maximum) | \$ 3.00 |
| G-2-b | 50,001 - 100,000 | SF | Demolition and Disposal by Grinding (3" Thick Maximum) | \$ 3.00 |
| G-3-c | 100,001 + | SF | Demolition and Disposal by Grinding (3" Thick Maximum) | \$ 3.00 |
| G-3-d | N/A | SF | Demolition and Disposal by Grinding (1" Thick Increment, greater than 3") | \$ 1.00 |
| LEVELING COURSE (LC) | | | | |
| LC-1-a | 1 - 50,000 | SF | Leveling Course (1" Hot Mix Asphalt Paving, Type 1/2" agg.) | \$2.00 |
| LC-1-b | 50,001 - 100,000 | SF | Leveling Course (1" Hot Mix Asphalt Paving, Type 1/2" agg.) | \$2.00 |
| LC-1-c | 100,001 + | SF | Leveling Course (1" Hot Mix Asphalt Paving, Type 1/2" agg.) | \$2.00 |
| PAVEMENT REINFORCEMENT | | | | |
| PG-1-a | 10,001 + | SF | Paving Grid (Class II, with 1" Openings) | \$ 3.00 |
| PF-1-a | 10,001 + | SF | Paving Fabric | \$ 1.00 |
| PRODUCTION PAVING (PP) | | | | |
| PP-1-a | 1 - 50,000 | SF | Furnish, Place, and Compact Hot Mix Asphalt (3" Thick Base Bid) | \$ 7.00 |
| PP-1-b | 50,001 - 100,000 | SF | Furnish, Place, and Compact Hot Mix Asphalt (3" Thick Base Bid) | \$ 7.00 |
| PP-1-c | 100,001 + | SF | Furnish, Place, and Compact Hot Mix Asphalt (3" Thick Base Bid) | \$ 7.00 |

| | | | | |
|-----------------------------|------------------|-----|---|-------------|
| PP-1-d | N/A | SF | Furnish, Place and Compact Hot Mix Asphalt (1" Thick Increment, greater than 3") | \$ 3.00 |
| DIG OUT (DO) | | | | |
| DO-1-a | 1 - 50,000 | SF | Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (6" Thick Base Bid) | \$ 25.00 |
| DO-1-b | 50,001 - 100,000 | SF | Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (6" Thick Base Bid) | \$ 25.00 |
| DO-1-c | 100,001 + | SF | Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (6" Thick Base Bid) | \$ 25.00 |
| DO-1-d | N/A | SF | Demolition and Disposal by Grinding, Furnish, Place and Compact Hot Mix Asphalt (3" Thick Increment, greater than 6") | \$ 15.00 |
| GRIND IN PLACE | | | | |
| GiP-1-a | 1 - 50,000 | SF | Grind In Place (6" Thick Base Bid) | \$ 3.00 |
| GiP-1-b | 50,001 - 100,000 | SF | Grind In Place (6" Thick Base Bid) | \$ 2.50 |
| GiP-1-c | 100,001 + | SF | Grind In Place (6" Thick Base Bid) | \$ 2.50 |
| GiP-1-d | N/A | SF | Grind In Place (1" Thick Increment, greater than 6") | \$ 2.00 |
| SHOULDER BACKING | | | | |
| SB-1-a | 1 - 50,000 | SF | Shoulder Backing (3' wide) | \$ 3.00 |
| ADJUSTMENTS TO GRADE | | | | |
| MW-1-a | 1-50 | EA | Remove, Replace, and Adjust Monument Well to Grade | \$ 1,500.00 |
| WV-1-a | 1-50 | EA | Remove, Replace, and Adjust Water Valve Box to Grade | \$ 1,500.00 |
| CO-1-a | 1-50 | EA | Remove, Replace, and Adjust Sewer Cleanout Box to Grade | \$ 1,500.00 |
| SS-1-a | 1-50 | EA | Remove, Replace, and Adjust Sanitary Sewer (SS) Frame and Grate to Grade | \$2,100.00 |
| SD-1-a | 1-50 | EA | Remove, Replace, and Adjust, Storm Drain (SD) Frame and Grate to Grade | \$ 2,100.00 |
| TRAFFIC CONTROL (TC) | | | | |
| TC-1-a | N/A | Day | Changeable Message Sign | \$ 500.00 |
| TC-2-a | N/A | Hr | Flag person | \$ 125.00 |

EXHIBIT "C"

INSURANCE

INSURANCE REQUIREMENTS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Provider, his/her agents, representatives, or employees. If the Provider maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Provider's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Cyber Liability Insurance, Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

B. Minimum Limits of Insurance

Provider shall maintain limits no less than:

1. General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
6. Cyber Liability- \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Provider's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice **stating the title of this contract** to the City. **All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Provider hereby grants to City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:

a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

F. Verification of Coverage

Provider shall furnish the City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.