

STAFF REPORT



ITEM NO. **9**
CITY OF OCEANSIDE

DATE: September 14, 2011
TO: Honorable Mayor and City Councilmembers
FROM: Public Works Department
SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENTS FOR LANDSCAPE SERVICES, TREE TRIMMING AND CONCRETE REPAIR WORK**

SYNOPSIS

Staff recommends that the City Council approve seven one-year professional services agreements in amounts totaling \$951,000 for the provision of landscape services, tree trimming and concrete repair work and authorize the City Manager to execute the agreements. The agreements are detailed in the Analysis section of this staff report.

BACKGROUND

Each fiscal year, the Public Works Department estimates the quantity of services that will be needed for recurring maintenance, repairs, and operations during the fiscal year. Estimates that exceed \$50,000 are formally bid. The annual purchase orders for these services were previously approved by City Council on July 6, 2011; however, professional services agreements in amounts over \$50,000 must be approved by Council.

ANALYSIS

Staff solicited proposals in accordance with the City's Procurement of Goods and Services Directive. Exhibit A lists the contractor, service, amount of approved purchase order, corresponding Public Works Program, and the selection process/reason for selection. The professional services agreements are as follows:

1. In an amount not to exceed \$250,000 to Rancho Del Oro Landscape of Oceanside for supplemental landscaping services;
2. In an amount not to exceed \$210,000 to C.W. Doherty Concrete of Oceanside for concrete repair work;
3. In an amount not to exceed \$105,000 to King Masonry of Vista for concrete repair work;
4. In an amount not to exceed \$156,000 to J. Leon Construction of Oceanside for concrete repair work

5. In an amount not to exceed \$70,000 to Mora's Equipment of Pico Rivera for concrete repair work;
6. In an amount not to exceed \$100,000 to Perrault Bobcat Services of Bonsall for concrete repair work; and
7. In an amount not to exceed \$60,000 to West Coast Arborists of San Diego for tree trimming services.

FISCAL IMPACT

1. The agreement cost of \$250,000 with Rancho Del Oro Landscape is budgeted in the Park Maintenance fund (660613101.5320), Street and Median Maintenance fund (600619213.5320), Parking Lot Maintenance and Enforcement fund (600612101.5320), Solid Waste Disposal fund (700000731.5320) and CIP fund (902524900213.5320).
2. The agreement cost of \$210,000 with C.W. Doherty Concrete is budgeted in the Street and Median Maintenance fund (600619213.5320), Flood Control fund (600750101.5325) and CIP fund (902523900212.5703.10600).
3. The agreement cost of \$105,000 with King Masonry is budgeted in the Park Maintenance fund (660613101.5320), Street and Median Maintenance fund (600619213.5320), Flood Control fund (600750101.5325), Harbor Maintenance fund (600627101.5320) and CIP fund (902523900212.5703.10600).
4. The agreement cost of \$156,000 with J. Leon Construction is budgeted in the Park Maintenance fund (660613101.5320), Street and Median Maintenance fund (600619213.5320), Flood Control fund (600750101.5355) and CIP fund (902523900212.5703.10600).
5. The agreement cost of \$70,000 with Mora's Equipment is budgeted in the Street and Median Maintenance fund (600619213.5320) and CIP fund (902523900212.5703.10600).
6. The agreement cost of \$100,000 with Perrault Bobcat Services is budgeted in the Street and Median Maintenance fund (600619213.5320) and CIP fund (902523900212.5703.10600).
7. The agreement cost of \$60,000 with West Coast Arborists is budgeted in the Park Maintenance fund (660613101.5320), Street and Median Maintenance fund (600619213.5320) and CIP fund (902524900213.5320)

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

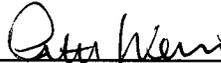
Staff recommends that the City Council approve seven one-year professional services agreements in amounts totaling \$951,000 for the provision of landscape services, tree trimming and concrete repair work and authorize the City Manager to execute the agreements

PREPARED BY:

SUBMITTED BY:



H. Kiel Koger
Maintenance and Operations Manager



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Teri Ferro, Financial Services Director



ATTACHMENTS

Exhibit A

Exhibit A

Contractor	Program	Services	Approved Purchase Order Amount	Selection Process
Rancho Del Oro Landscape Oceanside	Parks Maintenance, Street & Median Maintenance, Parking Lot Maintenance, Solid Waste, CIP	Supplemental Landscaping Services	\$250,000	Bids Obtained
C.W. Doherty Concrete Oceanside	Street & Median Maintenance, Flood Control, CIP	Concrete Repair Work	\$210,000	Bids Obtained
King Masonry Vista	Parks Maintenance, Street & Median Maintenance, Flood Control, CIP, Harbor Maintenance	Concrete Repair Work	\$105,000	Bids Obtained
J. Leon Construction Oceanside	Parks Maintenance, Street & Median Maintenance, Flood Control, CIP	Concrete Repair Work	\$156,000	Bids Obtained
West Coast Arborists San Diego	Parks Maintenance, Street & Median Maintenance, CIP	Tree Trimming Services	\$60,000	Bids Obtained
Mora's Equipment Pico Rivera	Street & Median Maintenance, CIP	Concrete Repair Work	\$70,000	Bids Obtained
Perrault Bobcat Services Bonsall	Street & Median Maintenance, CIP	Concrete Repair Work	\$100,000	Bids Obtained

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: LANDSCAPE SERVICES

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Rancho Del Oro Landscaping, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

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3.3. Notice Of Renewal. Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the

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designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 Workers' Compensation. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. CONTRACTOR'S INDEMNIFICATION OF CITY. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or

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wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Two Hundred Fifty Thousand Dollars (\$250,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be

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understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company

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identifying marker (personnel identification on the back will be considered suitably attired).

The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

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1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

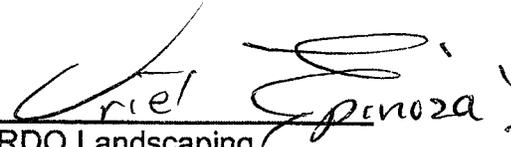
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

LANDSCAPE SERVICES

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.


RDO Landscaping

City Manager


RDO Landscaping

Approved as to form:

91-2124481
EMPLOYER ID #


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL PURPOSE
Certificate of Acknowledgment

STATE OF CALIFORNIA

COUNTY OF San Diego

On June 8, 2011 before me, Janice K. Peck, Notary Public,
personally appeared

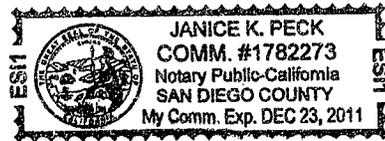
Uriel Espinosa & Richard Kirk

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are sub-
scribed 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 Janice K. Peck



OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document Professional Services Agreement

Document Date July 1, 2011 Number of Pages 8 + Exhibits

Signer(s) Other Than Named Above City Manager & City Attorney

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

Landscape services shall consist of trimming, pruning, edging, weed control, plant replacements, irrigation repair and installation, erosion control measures, trash cleanup and removal. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. There are no guaranteed quantities of work. The type and amount of landscape services the City requires during the term of this Agreement could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

WORK SPECIFICS

1. Hourly Rate is the cost per item "by the hour" for less than a full days work (8 hours) during normal business hours. A normal business work day is defined as eight work hours Monday-Friday between the hours of 7:00 a.m. till 5:00 p.m. Pacific Standard time and until 6:00 p.m. Pacific Daylight Savings Time and four work hours between 8:00 a.m. to noon on Saturdays.

2. Overtime Rate is the cost per item per hour in excess of a full work day or work required to be preformed outside the normal work day hours. Project Manager must approve all overtime hours prior to working them.

3. Daily Rate is the cost per eight hour day.

4. Weekends and Holidays will be paid at the Overtime rate.

5. Equipment cost shall include all cost associated with the equipment, including but not limited to: operator cost, required set-up, tear down and delivery cost, fuel, maintenance and repair cost.

6. Tree replacement cost shall include all labor, equipment and materials necessary to plant the specific sized tree provided by the City to the job site.

7. Erosion control materials cost shall include the cost of material, labor to install and any other associated cost with their installation.

The City defines manual laborer and foreman as follows:

Manual Laborer*

Operates power equipment not limited to weed eaters, blowers, power hedgers, brush hog mower, stump grinder & chipper.

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

Manually pulls weeds & maintains landscape.

Trench & backfill for irrigation or drains lines.

Installs erosion control, not limited to straw wattles, gravel bags & silt fence.

*Hourly cost includes CONTRACTOR providing the necessary power equipment (Weed eaters, blowers, power hand tools, etc.) and landscape hand tools (Rakes, shovels, brooms, hedge trimmers, etc.)

Foreman

Oversees daily work schedule and assigned crews#.

Operates power equipment not limited to weed eaters, blowers, power hedgers, brush hog mower, stump grinder & chipper.

Manually pulls weeds & maintains landscape.

Trench & backfill for irrigation or drains lines.

Installs erosion control, not limited to straw wattles, gravel bags & silt fence.

Operates tractor, bobcat & all vehicles.

Install complete irrigation including controllers & troubleshooting for repairs.

Foreman to manual labor ratio will be established per job by Project Manager.

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-27" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work.

The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License and Construction Water Meter.

MOBILIZATION/DEMOBILIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

LANDSCAPE SERVICES
EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.
2. The flyer shall have the following information on it:
 - a. Name of Project
 - b. Brief description of project and what is being done.
 - c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
 - d. Specific dates and times when work will be constructed.
 - e. Specific dates and times when occupants will not be able to access driveways.
3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.
4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.
5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.
6. The CONTRACTOR shall be responsible for maintaining notification signing in a

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

LANDSCAPE SERVICES

EXHIBIT A. SCOPE OF WORK

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

LANDSCAPE SERVICES

EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Product Description</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Daily Rate</u>
1.	Manual labor	\$23.00	\$34.50	\$184.00
2.	Foreman	\$27.00	\$40.50	\$224.00
3.	Qualified Applicators certified to apply any allowed herbicide or pesticides. (With full PPE)	\$40.00	\$60.00	\$300.00
4.	Truck up to one ton.	\$15.00	\$20.00	\$150.00
5.	Truck, flat bed, dump, one ton	\$35.00	\$35.00	\$260.00
6.	Tractor with disk or mower	\$100.00	\$100.00	\$780.00
7.	Truck & chipper	\$40.00	\$40.00	\$320.00
8.	Stump grinder	\$50.00	\$50.00	\$380.00
9.	Brush mower	\$20.00	\$20.00	\$140.00
10.	Trencher	\$50.00	\$50.00	\$380.00
11.	Bobcat	\$100.00	\$100.00	\$780.00
12.	Plant replacement (5 gallon tree w/ 2-8'x2" lodge pole stakes)	\$40.00		
13.	Plant replacement (15 gallon tree w/ 2-10'x2" lodge pole stakes)	\$95.00		
14.	Plant replacement (24" box tree w/ 2-10'x2" lodge pole stakes)	\$220.00		

LANDSCAPE SERVICES

EXHIBIT B. UNIT PRICES

		<u>Cost per item</u>		
15.	Straw wattles w/ 18" stakes (8 per wattle) per wattle placed	\$47.00		
16.	16" ¾" Gravel Bags per bag placed	\$2.25		
17.	Staked Silt Fence per roll placed	\$157.00		
18.	Straw bales w/ (2) 4' stakes each per bale placed	\$20.00		
19.	6-mil visqueen for spillways w/ staples per roll placed	\$461.00		
20.	Straw blanket w/ HD staples per roll placed	\$128.00		
21.	Jute netting w/staples per roll placed	\$94.00		

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Doherty Concrete, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

CONCRETE REPAIRS

3.3. Notice Of Renewal. Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the

CONCRETE REPAIRS

designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 Workers' Compensation. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. CONTRACTOR'S INDEMNIFICATION OF CITY. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or

CONCRETE REPAIRS

wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Two Hundred and Ten Thousand Dollars (\$210,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be

CONCRETE REPAIRS

understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company

CONCRETE REPAIRS

identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

CONCRETE REPAIRS

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.
2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

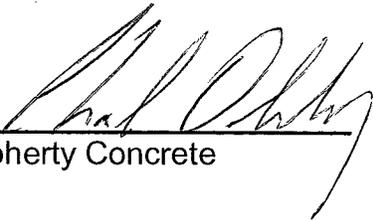
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

CONCRETE REPAIRS

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.



Doherty Concrete

City Manager

Charles Doherty
owner Doherty Concrete

Doherty Concrete

Approved as to form:

Employer I.D.# 20-3282612



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

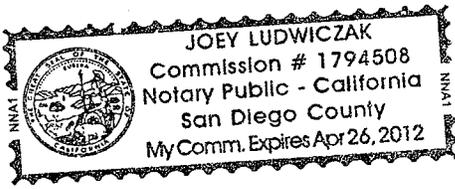
CIVIL CODE § 1189

State of California

County of SAN DIEGO

On JUNE 4, 2011 before me, JOEY LUDWICZAK, NOTARY PUBLIC

personally appeared CHARLES W. DOHERTY



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.

Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

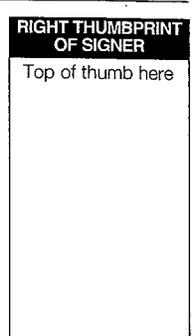
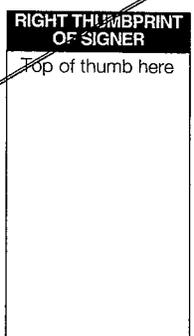
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2011-2012. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License, Construction Water Meter and Traffic Control Permit (as-needed).

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.
2. The flyer shall have the following information on it:
 - a. Name of Project
 - b. Brief description of project and what is being done.
 - c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
 - d. Specific dates and times when work will be constructed.
 - e. Specific dates and times when occupants will not be able to access driveways.
3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.
4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.
5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.
3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.
4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.
5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.
2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.
3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.
4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.
6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.
7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base

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EXHIBIT A. SCOPE OF WORK

and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material
Portland Cement Concrete design mix

Public Notification Flyer
Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

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EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Concrete Sidewalk (1 - 100 square feet)	\$9.25
2.	Concrete Sidewalk (101 - 200 square feet)	\$8.00
3.	Concrete Sidewalk (201 – 300 square feet)	\$7.95
4.	Concrete Sidewalk (301 – 500 square feet)	\$7.15
5.	Concrete Sidewalk (501 sq. ft. and over)	\$5.97
6.	Concrete Curb & Gutter (1 – 15 linear feet)	\$42.50
7.	Concrete Curb & Gutter (16 – 30 linear ft)	\$35.00
8.	Concrete Curb & Gutter (31 In ft and over)	\$32.50
9.	Concrete Driveway Approach (6" thick)	\$8.00
10.	Concrete Driveway Approach (8" thick)	\$8.25
11.	Concrete Cross Gutter (8" thick)	\$11.50

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and King Masonry, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.

3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.

3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice

CONCRETE REPAIRS

to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other

CONCRETE REPAIRS

insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 Workers' Compensation. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. CONTRACTOR'S INDEMNIFICATION OF CITY. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this

CONCRETE REPAIRS

Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not.

Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of One Hundred and Five Thousand Dollars (\$105,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-

CONCRETE REPAIRS

ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any

CONCRETE REPAIRS

employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

CONCRETE REPAIRS

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

CONCRETE REPAIRS

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.


King Masonry 6/29/2011
President

City Manager

King Masonry

Approved as to form:

Employer I.D. # 83-0460307


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

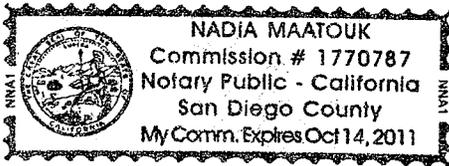
On June 29, 2011 before me, Nadia Maatouk, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Bradley Crowder
Name(s) of Signer(s)

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.



Place Notary Seal Above

Signature: Nadia Maatouk
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: City of Oceanside - Professional Services Agreement

Document Date: June 29, 2011 Number of Pages: Twenty-One

Signer(s) Other Than Named Above: City Manager, City Attorney

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): President

- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: King Masonry

Signer's Name: _____
 Corporate Officer -- Title(s): _____

- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2011-2012. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License, Construction Water Meter and Traffic Control Permit (as-needed).

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.

5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.
2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.
3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.
4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.
6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.
7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material
Portland Cement Concrete design mix

Public Notification Flyer
Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Concrete Sidewalk (1 - 100 square feet)	\$875 minimum
2.	Concrete Sidewalk (101 - 200 square feet)	\$8.75
3.	Concrete Sidewalk (201 – 300 square feet)	\$7.95
4.	Concrete Sidewalk (301 – 500 square feet)	\$6.95
5.	Concrete Sidewalk (501 sq. ft. and over)	\$5.95
6.	Concrete Curb & Gutter (1 – 15 linear feet)	\$49.00
7.	Concrete Curb & Gutter (16 – 30 linear ft)	\$35.00
8.	Concrete Curb & Gutter (31 In ft and over)	\$31.00
9.	Concrete Driveway Approach (6" thick)	\$10.50
10.	Concrete Driveway Approach (8" thick)	\$10.80
11.	Concrete Cross Gutter (8" thick)	\$10.80

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and J. Leon Construction, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.

3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.

3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

CONCRETE REPAIRS

3.3. Notice Of Renewal. Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the

CONCRETE REPAIRS

designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 Workers' Compensation. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. CONTRACTOR'S INDEMNIFICATION OF CITY. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or

CONCRETE REPAIRS

wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of One Hundred Fifty Six Thousand Dollars (\$156,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 **Termination Of Agreement.** The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. **Definitions.** The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be

CONCRETE REPAIRS

understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company

CONCRETE REPAIRS

identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

CONCRETE REPAIRS

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.
2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
3. Failure of the CONTRACTOR to make payments properly for materials or labor.
4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

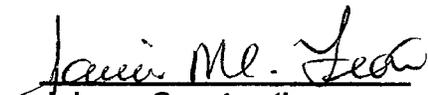
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

CONCRETE REPAIRS

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.



J. Leon Construction

City Manager

J. Leon Construction

Approved as to form:

Employer I.D. # 27-3349721



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

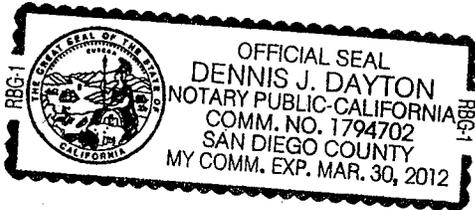
State of California

County of SAN DIEGO }

On 6-28-2011 before me, DENNIS J DAYTON NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JAVIER LEON
Name(s) of Signer(s)

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.



Place Notary Seal Above

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 Dennis J. Dayton
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT

Document Date: 6-28-2011 Number of Pages: 21

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

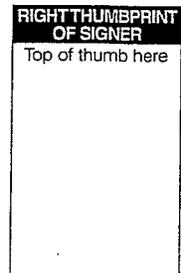
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2011-2012. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License, Construction Water Meter and Traffic Control Permit (as-needed).

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each location, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.
3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.
4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.
5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.

4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material
Portland Cement Concrete design mix

Public Notification Flyer
Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Concrete Sidewalk (1 - 100 square feet)	\$10.00
2.	Concrete Sidewalk (101 - 200 square feet)	\$8.00
3.	Concrete Sidewalk (201 – 300 square feet)	\$7.75
4.	Concrete Sidewalk (301 – 500 square feet)	\$7.25
5.	Concrete Sidewalk (501 sq. ft. and over)	\$6.00
6.	Concrete Curb & Gutter (1 – 15 linear feet)	\$55.00
7.	Concrete Curb & Gutter (16 – 30 linear ft)	\$35.00
8.	Concrete Curb & Gutter (31 In ft and over)	\$33.00
9.	Concrete Driveway Approach (6" thick)	\$9.00
10.	Concrete Driveway Approach (8" thick)	\$9.50
11.	Concrete Cross Gutter (8" thick)	\$15.00

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Mora's Equipment, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

CONCRETE REPAIRS

3.3. Notice Of Renewal. Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. INSURANCE.

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the

CONCRETE REPAIRS

designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 Workers' Compensation. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE. Intentionally omitted.

6. CONTRACTOR'S INDEMNIFICATION OF CITY. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or

CONCRETE REPAIRS

wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Seventy Thousand Dollars (\$70,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be

CONCRETE REPAIRS

understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company

CONCRETE REPAIRS

identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

CONCRETE REPAIRS

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

CONCRETE REPAIRS

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.


Mora's Equipment


City Manager


Mora's Equipment

Approved as to form:

I.D. 95-4858593


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

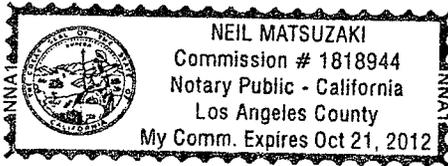
State of California

County of Los Angeles }

On 6/16/2011 before me, Neil Matsuzaki, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Anthony Mora
Name(s) of Signer(s)

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: Neil Matsuzaki
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Concrete Repairs

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

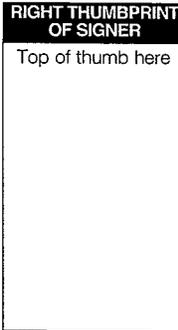
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

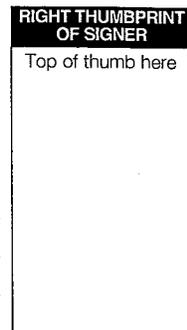
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2011-2012. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License, Construction Water Meter and Traffic Control Permit (as-needed).

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.
2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.
3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.
4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.
6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.
7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base

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and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material
Portland Cement Concrete design mix

Public Notification Flyer
Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Concrete Sidewalk (1 - 100 square feet)	\$10.95
2.	Concrete Sidewalk (101 - 200 square feet)	\$8.45
3.	Concrete Sidewalk (201 – 300 square feet)	\$6.95
4.	Concrete Sidewalk (301 – 500 square feet)	\$6.45
5.	Concrete Sidewalk (501 sq. ft. and over)	\$5.85
6.	Concrete Curb & Gutter (1 – 15 linear feet)	\$42.95
7.	Concrete Curb & Gutter (16 – 30 linear ft)	\$34.95
8.	Concrete Curb & Gutter (31 In ft and over)	\$31.45
9.	Concrete Driveway Approach (6" thick)	\$7.95
10.	Concrete Driveway Approach (8" thick)	\$8.95
11.	Concrete Cross Gutter (8" thick)	\$9.45

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONCRETE REPAIR

THIS AGREEMENT dated July 1, 2011 for identification purposes is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Perrault Bobcat Services, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR shall furnish all labor, equipment, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.
 - 3.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
 - 3.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.

CONCRETE REPAIRS

3.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

4. **INSURANCE.**

4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

<u>Comprehensive General Liability Insurance</u> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*
<u>Commercial General Liability Insurance</u> (bodily injury and property damage)	
General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000
<u>Automobile Liability Insurance</u>	\$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the

CONCRETE REPAIRS

designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

4.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.

4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

4.10 **Workers' Compensation.** Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Intentionally omitted.

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or

CONCRETE REPAIRS

wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not.

Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. COMPENSATION.

7.1. CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of One Hundred Thousand Dollars (\$100,000).

Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

8. SPECIAL PROVISIONS.

8.1 Termination Of Agreement. The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

8.2. Definitions. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be

CONCRETE REPAIRS

understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.

8.3. Local Office. The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A cell phone shall also fulfill the requirement for a local office.

8.4. Compliance with the Law. The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.

8.5. Subcontractors. Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

8.6. Equal Employment Opportunity. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age or disability.

8.7. Personnel. The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company

CONCRETE REPAIRS

identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager.

8.8. Safety Requirements. All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement.

8.9. Hazardous Conditions. The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.

8.10. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.

8.11. Failure To Perform Satisfactorily. It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:

1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or

2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.

8.12. Payments Withheld. The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:

CONCRETE REPAIRS

1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.

2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.

3. Failure of the CONTRACTOR to make payments properly for materials or labor.

4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.

8.13. Minor Modifications. The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.

8.14. Inspection. The Project Manager or his designated representative shall regularly inspect operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately by the CONTRACTOR at no additional cost to the CITY.

9. TIMING REQUIREMENTS. Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. This work is time critical and all work shall be completed in every detail to the satisfaction of the Project Manager.

10. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

11. INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

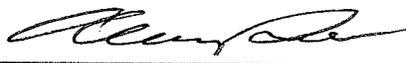
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

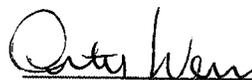
CONCRETE REPAIRS

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set below.


Perrault Bobcat Services


City Manager


Perrault Bobcat Services

Approved as to form:

I.D. 203161705


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

SEE ATTACHED



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 23 JUNE 11 before me, SETH ESSENFELD - NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared ERIC PERRAULT AND ALAN PERRAULT
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: CONCRETE REPAIRS

Document Date: _____ Number of Pages: _____

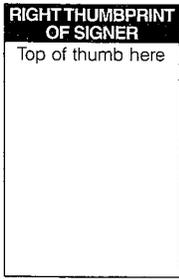
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

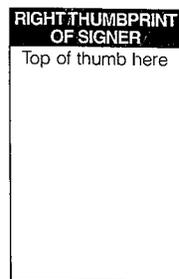
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Remove and replace deteriorated concrete sidewalks, curb and gutter, driveway approaches and cross gutters on an as-needed basis. The CITY estimates it will replace approximately 15,000 square feet of sidewalk, 1000 linear feet of curb/gutter, 1800 square feet of driveway approach and 1500 square feet of cross gutter for fiscal year 2011-2012. The work will be awarded throughout the year on an as-needed basis and the jobs will be of varying sizes. The estimated quantities are an approximation of what the City anticipates replacing next fiscal year and this number could be greatly decreased or increased depending on the approved budget and other circumstances.

LOCATION OF WORK:

Various locations citywide

CONTRACTOR'S LICENSE:

The CONTRACTOR shall be required to possess a Class "A" General Engineering Contractor's License pursuant to Business and Professions Code Section 7056, or "C-8" Specialty Contractor's License pursuant to Business and Professions Code Section 7058.

PERMITS:

The CONTRACTOR shall, prior to the start of any work, obtain and pay all costs incurred for any and all permits, licenses, and other authorizations necessary to perform the work. The permits, licenses, and other authorizations which the CONTRACTOR shall obtain include, but are not necessarily limited to, the following: City of Oceanside Business License, Construction Water Meter and Traffic Control Permit (as-needed).

GENERAL:

All construction shall conform to the current edition of the Standard Specifications for Public Works Construction except as specifically amended by these AGREEMENT Documents.

MOBILIZATION/DEMobilIZATION:

Full compensation for any and all work, time, fees, charges, or related costs associated with, but not limited to, preparatory work and operations; for the movement of personnel, equipment, and supplies and incidentals to and from the project site; for establishment of facilities necessary for the work on this project and for all other work and operations which must be performed or costs incurred prior to beginning and completing work on the various AGREEMENT items, shall be considered as included in the other related Bid

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

Items and no additional compensation shall be allowed thereafter.

PUBLIC NOTIFICATION:

CONTRACTOR shall be responsible for Public Notifications.

1. The CONTRACTOR shall notify the occupants, by form of a computer-generated flyer that has been previously submitted to and approved by the Project Manager, of all affected and adjacent properties a minimum of forty-eight (48) hours prior to any temporary obstruction, restriction of access, or construction. This notification shall be hand delivered and attached to the occupant's door in a non-destructive way, to each effected occupant that will have sidewalk, driveway, and/or curb and gutter removed and replaced adjacent to their property.

2. The flyer shall have the following information on it:

- a. Name of Project
- b. Brief description of project and what is being done.
- c. CONTRACTOR's name, address, phone number, and contact person if residents have questions. Additionally, indicate City of Oceanside project manager information.
- d. Specific dates and times when work will be constructed.
- e. Specific dates and times when occupants will not be able to access driveways.

3. CONTRACTOR shall provide all production, materials, and photocopies associated with the Public Notification Flyer at no additional cost to the CITY.

4. Temporary "No Parking Tow Away Zone" signs will be supplied by the City of Oceanside. The CONTRACTOR shall install, maintain, and dispose of the signs as needed. Signs shall be placed a minimum of forty-eight (48) hours in advance of any construction activities taking place. Signs shall be placed at intervals of not more than 50 feet apart, with at least one sign at the beginning and one sign at the end of the construction area. Signs shall clearly state the dates and hours of closure, restricted access/ and/or "no parking". All such signing shall be subject to the approval of the Project Manager prior to placement and may be modified by the Project Manager at his sole discretion.

5. Temporary "No Parking Tow Away Zone" signs shall have exact dates and times of construction and/or "no parking" marked in a dark, black, non-erasable marker. CONTRACTOR shall not indicated periods of Monday-Friday". Signs shall be discarded and disposed of after a one-time use at the CONTRACTOR's expense.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. The CONTRACTOR shall be responsible for maintaining notification signing in a serviceable manner.

7. Full compensation for all work involved in Public Notification shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

TRAFFIC CONTROL:

1. Vehicular and Pedestrian Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience to the public, including trash, mail, and other services provided to the public over CITY rights-of-way. The access rights of the public shall be considered at all times, and vehicular and pedestrian traffic shall be permitted to pass on public rights-of-way through the Work at all times, unless the CONTRACTOR receives prior written approval of a detour plan from the Project Manager. The CONTRACTOR shall provide at least seventy-two (72) hours written notice to the Project Manager requesting approval of a detour plan, prior to the performance of any work or the establishment of any detour or closure in the public right-of-way. The CONTRACTOR shall notify the occupants or owners of all affected properties at least forty-eight (48) hours prior to any temporary obstruction of access.

2. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless prior approval of a detour plan is received from the Project Manager.

3. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet (90m), also shall be maintained unless prior approval of a detour plan is received from the Project Manager. Vehicular access to residential driveways shall be maintained to the property line unless prior approval of a detour plan is received from the Project Manager.

4. The CONTRACTOR shall cooperate with owners and occupants of affected properties as well as other parties involved in providing services to the public (trash collection, mail delivery, etc.), in order to maintain existing schedules for these services.

5. Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

6. Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half of a street is being improved, the other half shall be conditioned and maintained as a detour.

7. Detour Plans. In the event that the CONTRACTOR submits a detour plan and receives approval from the Project Manager, the CONTRACTOR shall perform in accordance with the approved detour plan, which shall include, at a minimum the following requirements:

a. At least one twelve-foot (12') wide traffic lane shall be provided for each direction of travel on all streets at all times. The traffic lanes shall be maintained on pavement, and shall remain unobstructed. Lane transitions shall not be sharper than a taper of thirty to one (30:1).

b. Clearances from traffic lanes shall be five feet (5') to the edge of any excavation and two feet (2') to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

c. One four foot (4') wide paved pedestrian walkway shall be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane shall be five feet (5').

d. Traffic control warning signs, lights, and devices shall conform to the California Department of Transportation, Caltrans Traffic Control Manual (Current Edition).

8. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watchpersons, advising the public of detours and construction hazards. The CONTRACTOR shall also be responsible for compliance with additional public safety requirements which may arise during construction. The CONTRACTOR shall furnish and install, and upon completion of the Work, promptly remove all signs and warning devices.

9. At least forty-eight (48) hours in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments of jurisdictional agencies involved, and comply with their requirements. Deviations must first be approved in writing by the Project Manager.

10. The CONTRACTOR shall secure approval, in advance, from authorities concerned, for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

requirements set forth in the Traffic Manual published by the California Department of Transportation, covering "signs." This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

11. Temporary traffic channelization shall be accomplished with barricades or delineators.

12. Temporary striping will not be allowed unless specifically permitted by the Project Manager. The CONTRACTOR shall prepare any plans that may be required for temporary striping to the satisfaction of the Project Manager. In no event will temporary striping on pavement surfaces be allowed to remain.

13. Traffic control shall comply with Section 7-10 of the Standard Specifications and Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones (Current Edition).

14. The CONTRACTOR shall maintain at least one lane of traffic open at all times in accordance with Caltrans Standard Plan T-13.

15. At least seven (7) working days prior to the start of construction, the CONTRACTOR shall submit detailed traffic control plans, for each locations, to the City Engineer for approval. The CONTRACTOR shall also submit detailed traffic control plan, and receive approval and obtain the necessary permits from any other jurisdiction, which might be affected by the work. Traffic control plan must include the type, size and location of signs, spacing between signs; location and type of delineators; length of transition; flashers; striping; arrow boards; and all safety measures for pedestrians and/or detours.

16. The full width of the traveled lane shall be open to public traffic when construction operations are not actively in progress.

17. Full compensation for all work involved in Traffic Control shall be considered as included in the AGREEMENT price for the various other Bid Items and no additional compensation shall be made thereafter.

DEMOLITION:

(Removals) The removal of existing concrete, asphalt, native material, tree roots, and any other material necessary for the construction of the various items of work as called for on the plans, special provisions, or standard drawings. Tree roots shall be removed as indicated in the following sections of these Special Provisions and shall be neatly cut with a jackhammer or saw to the satisfaction of the Project Manager. Class 2 backfill shall be

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

used to reconstruct grade. Cost of tree root removal, concrete and base removal, class 2 backfill and compaction shall be considered incidental to the individual bid items that require removal.

Unless otherwise specified, demolition is considered as part of the cost of the item of work and no additional payment will be made for Demolition.

CONCRETE SIDEWALK:

1. Concrete sidewalk shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-7, G-9, G-10 and G-11 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New sidewalk shall be scored to match existing score patterns.
3. Concrete sidewalk within the old downtown area shall be scored with 2' x 2' squares.
4. Concrete sidewalk shall be 4" thick and shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete.
5. The CONTRACTOR shall assume that all sidewalk locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete sidewalk, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 16" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete sidewalk shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, grass and irrigation removal, irrigation repairs and re-connections, base removal, aggregate base, base preparation, backfill, compaction, adjustment of pull boxes, concrete removal and installation, haul and dump fees for all related items and other incidentals required for completion of this bid item in its entirety. There shall be no further compensation for this bid item.

CONCRETE CURB & GUTTER:

1. Concrete curb & gutter shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-2 and G-10 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.

2. New curb & gutter shall be scored to match existing score patterns.

3. Concrete curb & gutter shall be 520-C-2500. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite.

4. CONTRACTOR shall replace the same width gutter pan as what is removed prior to replacement.

5. The CONTRACTOR shall assume that all curb and gutter locations will require the need to remove a large amount of tree roots of various sizes, and remove

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and replace unstable base material and/or other foreign debris. After removing the existing concrete curb and gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete flow line, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.

6. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to be fully functional and be acceptable to the satisfaction of the Project Manager and the property owner.

7. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

8. The height of the curb face may vary at various locations. There shall be no change in AGREEMENT price for varying curb face heights.

9. Asphalt concrete adjacent to curb & gutter shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

10. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

11. Payment for installing concrete curb & gutter shall be based on the actual quantity, Linear Foot (LF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, haul and dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

CONCRETE DRIVEWAY APPROACH:

1. Concrete driveway approaches shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G-14A, G-14B and G-14C of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.
2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works Construction, Current Edition; and to these Special Provisions.
3. Concrete driveway approaches shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for driveway approaches shall be 6", and not 5 1/5" as stated in San Diego Regional Standard Drawing No. G-14A, G-14B and G-14C.
4. The CONTRACTOR shall assume that all driveway approach locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and/or other foreign debris. After removing the existing concrete driveway approach, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or other foreign debris are present, the CONTRACTOR shall remove and disposed of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete driveway approaches shall be replaced with a 6" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thickness, and denseness.
5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptable function to the satisfaction of the Project Manager and the property owner.
6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.
7. Asphalt concrete adjacent to driveway approach shall be neatly saw cut and removed one (1) foot from the gutter lip prior to demolition. The adjacent road base

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

and sub-base material shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. For payment and construction purposes, driveway approaches shall consist of the depressed curb, gutter, two transitions/ wings, and sidewalk directly adjacent to the driveway. Sidewalk located directly behind a driveway approach shall be installed at a depth of 6" and shall be 560-C-3250 concrete. All concrete items directly related to the driveway shall be 560-C-3250 concrete and shall be measured by the square foot, based off of a horizontal measurement.

9. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. In the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the effected section to the nearest score line at no additional cost to the CITY.

10. Payment for installing concrete driveway approaches shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

CONCRETE CROSS GUTTER:

1. Concrete cross gutters shall conform to Sections 201 and 303-5 of the Standard Specifications for Public Works Construction, Current Edition; Drawing No. G12 of the San Diego Regional Standard Drawings, Current Edition; and to these Special Provisions.

2. Grade preparation shall conform to Section 211 and 301 of the Standard Specifications for Public Works construction, Current Edition; and to these Special Provisions.

3. Concrete cross gutters shall be 560-C-3250. Concrete shall be from an approved ready mix distributor. Concrete shall not be manufactured onsite. Concrete thickness for cross gutters shall be 8".

4. The CONTRACTOR shall assume that all cross gutter locations will require the need to remove a large amount of tree roots of various sizes, remove and replace unstable base material and /or other foreign debris. After removing the existing concrete cross gutter, the CONTRACTOR shall investigate the existing base material to determine if tree roots, unstable base material and/or other foreign debris are contaminating the base, causing displacement of the concrete. If tree roots, unstable base material and/or

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

other foreign debris are present, the CONTRACTOR shall remove and dispose of all tree roots, foreign debris, and base material within the replacement area to a depth of 18" below finish grade concrete, and shall replace the section with 12" of new Class 2 aggregate compacted to 95% minimum relative compaction. Concrete cross gutters shall be replaced with a 7" thick concrete section. CONTRACTOR is to take caution, as tree roots may be of various sizes, thicknesses and denseness. CONTRACTOR shall not substitute concrete for appropriate base material.

5. CONTRACTOR shall repair and reconnect any and all irrigation that is damaged due to construction on the same day that the damage occurs. CONTRACTOR shall clean and flush the irrigation line as needed in order for the line to fully and acceptably function to the satisfaction of the Project Manager and the property owner.

6. CONTRACTOR shall repair any and all landscaping that is damaged due to construction activities. Repairs shall be made to the satisfaction of the Project Manager and the property owner.

7. Asphalt concrete adjacent to cross gutters shall be neatly saw cut and removed one (1) foot from the lip prior to demolition. The adjacent road base and sub-base materials shall also be removed to a depth of six (6) inches. The void left after gutter replacement will be backfilled by city crews with full depth asphalt concrete and compacted.

8. CONTRACTOR shall protect all concrete from vandalism and graffiti at no additional cost to the CITY. IN the event that concrete is vandalized and/or contains graffiti, the CONTRACTOR shall remove and replace the affected section to the nearest score line at no additional cost to the CITY.

9. Payment for installing concrete cross gutters shall be based on the actual quantity, Square Foot (SF), and shall include full compensation for all labor, materials, equipment, survey, saw cutting, excavation, tree root removal, aggregate base, base preparation, backfill, compaction, concrete removal and repairs, dump fees and other incidentals required for completion of this bid item in its entirety.

MATERIAL SUBMITTALS:

1. CONTRACTOR shall at his own expense, furnish for review by the Project Manager, three (3) copies of each detailed submittal for materials, installation drawings, and construction procedures for the following:

Aggregate base material
Portland Cement Concrete design mix

Public Notification Flyer
Traffic Control Plans

CONCRETE REPAIRS

EXHIBIT A. SCOPE OF WORK

2. CONTRACTOR shall not deviate from the approved material submittals unless authorized by the Project Manager. Deviations, without prior written approval from the Project Manager will subject non-compliance to items constructed, and are subject to removal.

3. In addition, the Project Manager may, at his discretion, require shop drawings and submittals on other equipment or construction activities not included in the above list.

CONCRETE REPAIRS

EXHIBIT B. UNIT PRICES

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1.	Concrete Sidewalk (1 - 100 square feet)	\$9.25
2.	Concrete Sidewalk (101 - 200 square feet)	\$8.00
3.	Concrete Sidewalk (201 - 300 square feet)	\$7.93
4.	Concrete Sidewalk (301 - 500 square feet)	\$7.10
5.	Concrete Sidewalk (501 sq. ft. and over)	\$5.95
6.	Concrete Curb & Gutter (1 - 15 linear feet)	\$43.00
7.	Concrete Curb & Gutter (16 - 30 linear ft)	\$35.00
8.	Concrete Curb & Gutter (31 In ft and over)	\$32.25
9.	Concrete Driveway Approach (6" thick)	\$8.00
10.	Concrete Driveway Approach (8" thick)	\$8.25
11.	Concrete Cross Gutter (8" thick)	\$11.75

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MISCELLANEOUS TREE SERVICES

THIS AGREEMENT, dated July 1, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and West Coast Arborists, Inc. hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in Exhibit "A" attached hereto and by this reference made part of this Agreement.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Director, Public Works. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Director, Public Works. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKER'S COMPENSATION.** Pursuant to Labor Code Section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of these Award Documents.

STREET TREE MAINTENANCE

4. **TERM OF AGREEMENT.** The term of this AGREEMENT shall be one (1) year, beginning on July 1, 2011 and ending on June 30, 2012, unless terminated sooner as provided for in this AGREEMENT.
- 4.1. **Renewal Option.** CITY may offer and CONTRACTOR may agree to renew the AGREEMENT for one (1) additional one (1) year term upon the same terms and conditions, including compensation, provided CONTRACTOR at the end of AGREEMENT term is not in default of the Agreement.
- 4.2. **Notice Of Request To Renew.** CITY shall notify CONTRACTOR, in writing, with a "Notice of Request to Renew" not later than 90 days prior to expiration of the termination date of the AGREEMENT.
- 4.3. **Notice Of Renewal.** Upon receipt of CITY's Notice of Request to Renew, CONTRACTOR shall respond to CITY, in writing, within 60 days of receipt of said Notice to Renew of CONTRACTOR's decision. Failure of the CONTRACTOR to respond to CITY's Notice of Request to Renew shall be construed as an intention to not renew the AGREEMENT for the option term.

5. **LIABILITY INSURANCE.**

- 5.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- 5.2. CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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STREET TREE MAINTENANCE

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

- 5.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.
- 5.4** All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 5.5** All insurance companies affording coverage to the CONTRACTOR pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 5.6** All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 5.7** CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 5.8** CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 5.9** Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any

STREET TREE MAINTENANCE

responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

6. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Omitted.
7. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONTRACTOR, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONTRACTOR'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONTRACTOR at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

8. **COMPENSATION.** CONTRACTOR's compensation for all work performed in accordance with this Agreement is based on the bid item unit prices set forth in Exhibit "B" attached hereto and by this reference made part of this Agreement. CONTRACTOR's compensation shall not exceed the total agreement price of Sixty Thousand Dollars (\$60,000). Bid item unit prices constitute the compensation for all necessary materials, work and operations which must be performed or costs incurred from beginning to completion of the work on the bid item and shall be considered as included in the unit price and no additional compensation shall be allowed thereafter.

9. **SPECIAL PROVISIONS.**

- 9.1 **Termination Of Agreement.** The CITY may terminate the AGREEMENT as described elsewhere in the AGREEMENT or upon written notice by the CITY when conditions encountered during the Work make it impossible or impracticable to proceed, or when the CITY is prevented from proceeding with the AGREEMENT by act of God, national emergency, proclamation of the President of the United States, order of any federal authority, by law, or by official action of a public authority.

STREET TREE MAINTENANCE

In the event of such a termination, the CONTRACTOR shall be entitled to compensation only for the reasonable value of the work done.

- 9.2. **DEFINITIONS.** The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively. Where "as directed," "as required," "as permitted," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the Project Manager is intended unless otherwise stated. As used herein, "provided" shall be understood to mean "provide complete in place". Terms such as "furnish and install," "work site," "planter box," "planter unit," "planter area," "planter tub," "planter rings," "in-ground planter wells," as used hereinafter shall be understood to mean the locations receiving the service. The use of the word "pruning" shall include the practices sometimes referred to as "trimming". The use of "Project Manager" shall be construed to mean the Division Manager or his/her designated representative(s) and any such designation shall be in writing. The use of the word "CONTRACTOR" shall be held to mean the CONTRACTOR and or any person employed by the CONTRACTOR and working under this Agreement.
- 9.3. **Local Office.** The CONTRACTOR shall maintain a local office with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this Agreement. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls are returned within a one (1) hour period. A mobile telephone shall fulfill the requirement for a local office.
- 9.4. **Licenses and Permits.** The CONTRACTOR shall possess all licenses and permits required for the performance of the work required by this Agreement, including C-27 Landscaping, or C-61 Tree Trimming license. In addition, the CONTRACTOR shall have a certified ISA (International Society of Arboriculture) arborist on staff during the entire project.
- 9.5. **Compliance with the Law.** The CONTRACTOR agrees that performance under the Agreement shall comply with applicable laws of the United States of America, the State of California, and the County of San Diego, and that CONTRACTOR also comply with all applicable policies and regulations of the CITY OF OCEANSIDE.
- 9.6. **Subcontractors.** Subcontractors shall not be allowed under the terms and conditions of the Agreement. All persons engaged in the work will be considered as employees of the CONTRACTOR and the CONTRACTOR shall be held directly responsible for their work and their compensation.

STREET TREE MAINTENANCE

- 9.7. **Equal Employment Opportunity.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age or disability. The CONTRACTOR shall ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of such person.
- 9.8. **Personnel.** The CONTRACTOR shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of the Project Manager and on schedule, all work required under this Agreement during the regular and prescribed hours. All such personnel shall be physically able to do their assigned work. The CONTRACTOR and CONTRACTOR's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel identification on the back will be considered suitably attired). The Project Manager may require the CONTRACTOR to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the CITY OF OCEANSIDE.

The CONTRACTOR shall have on the job at all times that work is being performed competent supervisors, (who may be working supervisors), who have the ability to speak and understand English, and are able to discuss matters pertaining to this Agreement with the general public and the Project Manager. Supervisors must have a minimum of three (3) years actual field experience, and must be able to demonstrate to the satisfaction of the Project Manager that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the CONTRACTOR'S employees to ensure accomplishment of high quality work, which will be acceptable to the Project Manager. In addition, non-working supervisors shall inspect all areas under the Agreement a minimum of two times each week.

- 9.9. **Safety Requirements.** All work under Agreement shall be performed in such manner as to provide maximum safety to the public and, where applicable, to comply with all safety standards required by CAL-OSHA. The Project Manager reserves the right to issue restraint or cease and desist orders to the CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The CONTRACTOR shall have on site at all times a hazardous spill kit to control any fluid leaks from aerial lift trucks or other equipment.

STREET TREE MAINTENANCE

- 9.10. **Hazardous Conditions.** The CONTRACTOR shall maintain all work sites free of hazards to persons and/or property resulting from CONTRACTOR's operations.
- 9.11. **FAILURE TO PERFORM SATISFACTORILY.** It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, the Project Manager may:
1. Pay only for the amount of service received, as determined by the Project Manager, with an appropriate downward adjustment in Agreement price; or
 2. Have such required work done by CITY Forces, by others or by both, and charge the cost thereof to the CONTRACTOR.
- 9.12. **PAYMENTS WITHHELD.** The CITY may withhold payment to such extent as may be necessary to protect the CITY from loss due to:
1. Work required in the specifications, which is defective, incomplete or not performed. Such adjustments may be estimated cost for performance by CITY Forces, plus CITY overhead, and shall include overtime pay as required to complete the work.
 2. Claims filed against the CITY for damage caused by the CONTRACTOR's acts or omissions, or reasonable evidence indicating probable filing of such claims.
 3. Failure of the CONTRACTOR to make payments properly for materials or labor.
 4. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- 9.13. **MINOR MODIFICATIONS.** The Project Manager may modify these specifications with the joint written approval of the CONTRACTOR and the CITY OF OCEANSIDE.
- 9.14. **INSPECTION.** The Project Manager shall regularly inspect tree maintenance operations for compliance with these specifications. Discrepancies or deficiencies in the work shall be corrected immediately, in no event in greater than three (3) days, by the CONTRACTOR at no additional cost to the City.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and

STREET TREE MAINTENANCE

enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

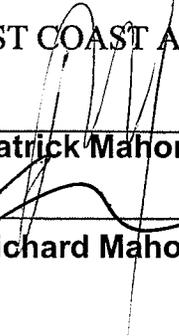
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

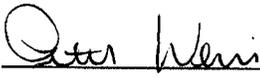
- 12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

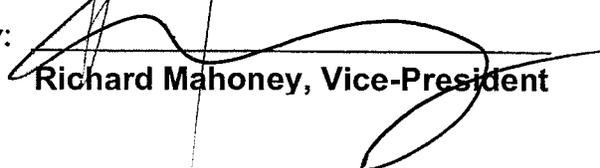
IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this ____ day of _____, 2011.

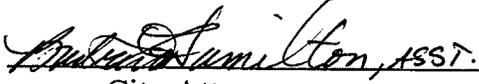
WEST COAST ARBORISTS, INC.

CITY OF OCEANSIDE

By: 
Patrick Mahoney, President

By: 
City Manager

By: 
Richard Mahoney, Vice-President

APPROVED AS TO FORM:

City Attorney

95-3250682

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

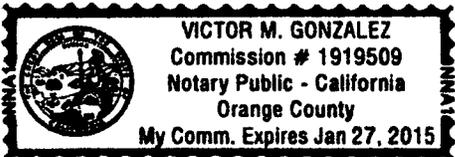
County of Orange

}

On 6/8/11 before me, Victor M. Gonzalez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Mahoney and Richard Mahoney
Name(s) of Signer(s)

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.

Place Notary Seal Above

Signature Victor M. Gonzalez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT

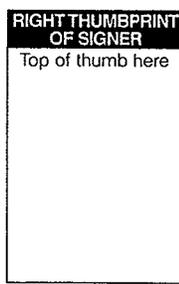
Document Date: 7/1/11 Number of Pages: 15

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

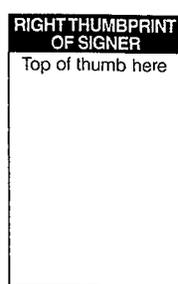
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: West Coast Arborists, Inc.

Signer's Name: Richard Mahoney

- Individual
- Corporate Officer — Title(s): Vice-President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: West Coast Arborists, Inc.

STREET TREE MAINTENANCE EXHIBIT A

The quality of street tree maintenance plays an important part in the success and acceptance of the City's overall landscape maintenance plans. It is the CONTRACTOR's prime responsibility to integrate the International Society of Arboriculture's tree maintenance standards to keep the street trees in a state of healthy growth and repair and in a neat and presentable condition at all times. The specifics that follow shall serve to define this prime directive.

The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the street tree maintenance as set forth in this specification and in keeping with the highest standards of quality and performance of the International Society of Arboriculture.

The CONTRACTOR shall furnish an initial list and keep it updated, to the Project Manager of all equipment, materials, tools and employees (by skill type) that will be employed to perform the street tree maintenance as set forth in this specification.

CONDUCT OF OPERATIONS

1. Cooperation with Others. The CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner, which will cause the least possible interference with or annoyance to the public.
2. Supervision. The CONTRACTOR shall have a qualified supervisor present at the work site at all times when work is being performed. The supervisor shall report to the Project Manager each Monday, by 9:00 a.m., the count, species, and location of all trees trimmed in the preceding week, and the work schedule for the current week.
3. Preservation of Property. The CONTRACTOR shall carefully protect from damage and be responsible for protection of all existing trees, shrubs, plants, other growth, and features and improvements. CONTRACTOR shall be liable for and will be required to cure within three (3) days any and all damages caused by work operations to such trees, shrubs, plants, other growth, and features or improvements to property; all damaged trees, shrubs, plants, other growth and features or improvements to property; all damaged trees, shrubs, plants, other growth and features and property, shall be replaced or restored to their original condition to the satisfaction of the Project Manager and the City.

DO NOT TRIM ANY TREES AT 1618 KURTZ STREET.

STREET TREE MAINTENANCE EXHIBIT A

4. Traffic Control Plans. On those occasions when the requested work requires a street sidewalk, alley or bikeway to be blocked, wholly or partially, the CONTRACTOR is to comply with the traffic control plans as prescribed in Chapter 5 of the CalTrans Traffic Manual Traffic Control for Construction and Maintenance Work Zones. Information and the required written notices are to be obtained from the CITY OF OCEANSIDE Development Services Department, Traffic Engineering Division, Plan Check Counter, 300 North Coast Highway, Oceanside CA 92054, phone, (760) 435-5097. The required written notice must be filed prior to commencement of work in the impacted area.

5. Traffic Control. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. The CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flagmen shall be stationed as reasonably necessary for the safety of persons and vehicles. Where signs to regulate parking are required, the CONTRACTOR shall use approved signs on stands placed on CITY property (parkway). Signs shall state:
 - a. "No Parking."
 - b. The day and time (7:00 a.m. to 5:00 p.m.) of restriction.
 - c. The CONTRACTOR's phone number where he/she may be reached during normal working hours.

6. Starting of Work. The CONTRACTOR shall notify the Project Manager two (2) working days in advance before starting the work required by the Agreement. CONTRACTOR shall make daily telephone contact with the Project Manager prior to starting work and advise the Project Manager of the daily work schedule.

7. Discontinuance of Work. If the CONTRACTOR, after having officially started said Agreement, should discontinue work for any cause, he shall notify the Project Manager of the intent to do so, and shall further notify the Project Manager the date of restarting operations in accordance with Paragraph 6 above.

8. Satisfactory Completion of Work. All work shall be completed under the supervision of and to the satisfaction of the Project Manager and to his/her satisfaction. The Project Manager may change the trimming schedule.

9. Litter. Upon completion of each day's work, the CONTRACTOR shall completely remove from the work site all debris resulting from the trimming operation. Paved areas, including sidewalks and streets, shall be swept "broom clean", and all other areas where practical, shall be raked clean. All debris and litter shall be disposed of at a legal dumpsite.

STREET TREE MAINTENANCE EXHIBIT A

10. Inspection. The CONTRACTOR shall cause each tree to be inspected for signs of pests, diseases, splits, and breakages. Should such condition be found, the CONTRACTOR shall immediately notify the Project Manager. If, in the judgment of the Project Manager, a tree does not warrant the expense of trimming, it shall not be trimmed. However, at the discretion of the Project Manager, an alternate tree may be substituted.

11. Restricted Work Hours. No work shall be performed on residential streets prior to 7:00 a.m. and later than 5:00 p.m. All work shall be consistent with the Noise Ordinance as identified in Oceanside City Code. Work shall be performed Monday through Friday only.

12. Green Waste Disposal. CONTRACTOR shall be responsible for the legal disposal of all green waste generated from the trimming of City trees under this Agreement.

Green waste generated by the trimming of trees under this Agreement may be disposed of at the El Corazon Compost Facility. The facility is centrally located within city boundaries. There will be a per load cost to the CONTRACTOR based on load weight at the El Corazon Compost Facility for disposal of green waste generated from the trimming of City trees.

The El Corazon Compost Facility is required to accept palm fronds generated from trimming City trees. However, there are certain restrictions to the green waste disposal at the El Corazon Compost Facility that must be adhered to:

- a. No mixed palm and broadleaf green waste loads will be allowed.
- b. No limbs or sections of tree trunk over four feet in length will be accepted.
- c. Loads with trash mixed with green waste material will not be accepted.

13. Additional Work. On occasion there may be additional work required such as tree/stump removals or extensive trimming of large trees that is outside the scope of this Agreement. This work will be paid per the rates in Exhibit B.

STREET TREE MAINTENANCE EXHIBIT A

METHODS OF PERFORMING THE WORK

1. Trimming of Shade Trees.
 - a. Formal trimming requiring removal of low branches overhanging residential streets to a height above the street grade of thirteen (13) feet. Low branches overhanging sidewalks and parkways shall be removed to a height of eleven (11) feet. These standards are presented as working guidelines, recognizing that trees are individually unique in form and structure, and that their pruning needs may not always fit strict rules.
 - b. Trimming shall include the removal of all dead, broken, diseased, insect-infected branches and stubs larger than three-quarters (3/4) inch in diameter throughout the tree.
 - c. Shorten the length of limbs, which extend beyond the natural perimeter of an otherwise symmetrical form.
 - d. Prune end branches to lighten the weight where such overburden appears likely to cause breakage of limbs. Remove cross limbs and water sprouts (suckers).
 - e. Thin or "lace out" areas of heavy growth to reduce pressure on the tree from wind.
 - f. Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound with callous growth. This requires that the wound be as small as practicable, that the cut be reasonably flush within the shoulder ring area, and that the cambium tissues at the edge of the cut be alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut shall not be made.
 - g. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
 - h. The use of climbing spurs or spike shoes shall not be permitted.
 - i. Trimming of the trees shall provide five (5) feet clearance from obstructed street standard, globe, or sign.
 - j. Trim to clear all adjacent structures by five (5) feet.

STREET TREE MAINTENANCE EXHIBIT A

2. Trimming of Palm Trees

a. Washingtonia (Fan Palms) All Fan Palm trees shall be cleaned of all dead and live fronds and loose sheath material to a 45⁰ angle from horizon. Fronds shall be removed to petiole base, as close to trunk as possible, leaving a uniform and neat appearance. All flower and seed growth shall be removed.

b. Cocos Palms. Trimming of Cocos Palms shall consist of the removal of all dead fronds, necessary live fronds, loose petioles, seed clusters, sheaths, flower spikes, loose hair, attached vines and similar material from the entire length of the palm to the degree that the trunk of the palm presents a clean appearance without any adhering fronds or portions thereof. When properly trimmed there will be 2-3 fronds remaining with the developing immature fronds in the middle. The use of climbing irons on Cocos Palms will not be permitted.

c. Phoenix Palms. The trimming of Phoenix Palms shall consist of the removal of dead fronds, necessary live fronds to an angle of 45 degrees (see page 15), seed clusters, sheaths, flower spikes, attached vines and similar material from the entire length of the palm to the degree that the trunk of the palm presents a clean appearance without any adhering fronds or portions thereof.

3. Tree and Stump Removal

a. Removal of trees and stumps to include: complete removal of tree, grinding of trunk to a minimum of 18 inches below existing grade level, removal of root mass to a depth of 10 inches below original grade in an area from the existing trunk out ten feet. Remove dirt and mulch to bring area down to original grade, replace existing landscaping material as location and access permits. The area shall be smoothed and leveled. All excess wood and debris shall be removed and disposed of and backfilled with soil that is acceptable.

b. The cost for the removal of all designated trees and stumps is to include; complete removal of tree, removal of all trunk and root material generated by the stump removal process, and the subsequent backfilling of the area with topsoil.

c. Full compensation for tree and stump removal including labor, equipment and materials shall be considered as included in the Agreement unit price paid for each tree and stump removal. Therefore, no additional compensation will be allowed.

**STREET TREE MAINTENANCE
EXHIBIT A**

d. It is the responsibility of the CONTRACTOR to notify Dig Alert and receive all the necessary markouts that are needed in the areas in which the stumps are to be removed.

e. Upon notification by CITY, CONTRACTOR shall have 30 calendar days after removal of the designated tree to remove the stump.

**STREET TREE MAINTENANCE
EXHIBIT B**

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1. * Tree and Stump Removal (Unit price per inch DBH)	\$17.50
2. Miscellaneous Work (Hourly Rate) (3 man crew with boom truck and brush chipper)	\$150.00

* Tree removals (including stump removal) are paid on a Diameter Breast Height (DBH) unit price per inch.

Example: Tree DBH of 38" (unit price per inch x 38 = cost)