ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 26, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS TOTALING $31,342 TO JOE'S PAVING FOR ROAD REPAIRS**

SYNOPSIS

Staff recommends that the City Council approve two professional services agreements totaling $31,342 with Joe's Paving of Valley Center for road repairs in the areas damaged by the installation of new waterline and appurtenances; and authorize the City Manager to execute the professional services agreement.

BACKGROUND

Water Utilities crews installed 1,800 linear feet of new 8" waterline, 8 fire hydrants and 32 water services in the 1800-1900 blocks of Nevada Street, 800 block of Kelly Street, 5300 block of Wendela Street and nearby areas. In the process of installing these new waterlines and appurtenances, the roadway was disturbed. City crews patched the road as a temporary measure, but a more permanent repair is required to restore the roadway to satisfactory condition in accordance with City standards. This work will also extend the useful life of the roadway and allow Public Works crews and contractors to perform future routine maintenance and overlay work without additional preparation of the roadway.

ANALYSIS

Water Utilities staff obtained three bids for this work. In accordance with the City's procedure for the bidding process, staff evaluated the bids. After a thorough review of the bid amounts, staff unanimously recommended Joe's Paving be awarded these projects. A summary of the proposals received is noted below in Table 1.

Table 1-Bid Results

Supplier	Bid Amount
Joes Paving	$31,342
Southland Paving	$50,848
Apache Asphalt & Coating, Inc.	$52,483

Joe's paving has performed other work for the Department over the past year, and their work has been acceptable and within budget. These professional services agreements are being brought forward for Council approval since the cumulative total paid to Joe's Paving will now exceed $50,000 for this fiscal year.

FISCAL IMPACT

The FY 2012-13 South Oceanside Water Main Replacement Project (908125800712.5703.10600) has an available balance of $503,639. These professional services agreements total $31,342. Therefore, sufficient funds are available for the projects.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The City's Utilities Commission reviewed this project at its May 20, 2013 meeting.

RECOMMENDATIONS

Staff recommends that the City Council approve two professional services agreements totaling $31,342 with Joe's Paving of Valley Center for road repairs in the areas damaged by the installation of new waterline and appurtenances; and authorize the City Manager to execute the professional services agreement.

PREPARED BY:

Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Utilities Director

Teri Ferro, Financial Services Director

Exhibit A: Nevada Street & Kelly Street Professional Service Agreement

Exhibit B: Wendela Street Professional Services Agreement

EXHIBIT A

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

PROJECT: NEVADA STREET AND KELLY STREET ASPHALT ROAD REPAIRS – 908125800712

THIS AGREEMENT, dated MAY 29TH, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and JOE'S PAVING CO., INC., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR desires to perform asphalt repair is more particularly described in the CONTRACTOR'S proposal dated April 10, 2013, attached hereto and incorporated herein as Exhibit A.

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 CITY. 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. **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.

4. **LIABILITY 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
Automobile Liability Insurance	$ 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 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 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 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, a Certificate of Insurance and applicable endorsements, 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.

5. **CONTRACT BONDS (for contracts exceeding $25,000).** If the total contract price specified in Section 7 of this Agreement exceeds $25,000, or if any amendment to this Agreement causes the total contract price to exceed $25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:

- Performance Bond in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
- Payment Bond that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

6. **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.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $23,593.60.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **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. All work shall be completed in every detail to the satisfaction of the CITY within ten (10) calendar days from the notice to proceed.

9. **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.

10. **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.

11. **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.

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination

PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT IS BETWEEN

JOE'S PAVING CO., INC. (JPI)

CA LIC#A & C12 806124

Office: 760-749-0519 *SINCE 1972* Fax: 760-749-6415

Bid Date: 4/10/2013

Attn: City of Oceanside Water Utilities Department
4927 Oceanside Blvd.
Oceanside CA 92056
Phone: 760-435-5985
Fax:
Email: kharris@ci.oceanside.ca.us

Project: Oceanside Water - Nevada Street Trench Repairs
Oceanside Ca. 92056

Trench Repairs - Nevada Street

Scope of Work

Excavate to 3" below the road grade the temporary cold mix in trenches on Nevada Street.Haul off all spoils. Replace the open sections with 3" of compacted asphalt concrete (Material: 3/4" Reg, PG64-10 hotmix). Roll for compaction and smoothness. Includes traffic control.

Item #1 Excavate 3" of coldmix from 7,373 sq. ft.of trench area. Haul off and patch back with 3" of compacted hotmix (Material: 3/4" Reg, PG64-10 Hotmix. Roll for compaction and smoothness. Includes Traffic

7,373 SF @ $ 3.20 SF = $ 23,593.60

Total: $ 23,593.60

Material prices good until 5/25/2013

Terms: PAYMENT IS DUE UPON COMPLETION. NON-PREVAILING WAGE

Note: All Unit Prices will be billed out on actual field quantities.

INCLUSIONS:

Move-Ins	1	Additional Move-Ins at your request will be an add of $1,000.00 for each.					
Labor	x	Materials	x	Equipment	x	Insurance	x
Warranty	x	Traffic Control	x				

EXCLUSIONS:

Weed Killer	x	Prime Coat	x	Fog seal	x	Sand Cover	x
Traffic Control		Engineering	x	Water Supply	x	Sealing Curbs	x
Testing	x	Inspections	x	Sawcutting	x	Export	
Utility Adjust.	x	Permits		Grubbing	x	Import	x
Demo	x	Scarification	x	Recompaction	x	Striping	x

Sean Repko-President **Cell Phone: 858-204-6190**

PROPOSAL ACCEPTED BY: _____ **DATE:**

Joe's Paving Inc. (JPI) PO Box 99 Valley Center, CA 92082

or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

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 Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

JOE'S PAVING CO., INC.	CITY OF OCEANSIDE
By: CEO/OWNER	By:
Name/Title	Peter A. Weiss, City Manager
SEAN R. REPKO	
By: SEC. OF CORP.	APPROVED AS TO FORM:
Name/Title	
	ASST.
91-2164895	City Attorney
Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

REFER TO ATTACHED
CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On 05/29/13 (Date) before me, Lori A. Imgrund, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Sean R. Repko (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: Lori A. Imgrund (Signature of Notary Public)

LORI A. IMGRUND
Commission # 1855259
Notary Public - California
San Diego County
My Comm. Expires Jun 22, 2013

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 City of Oceanside

Title or Type of Document: Professional Contractor Services Agreement.

Document Date: 05/29/13 Number of Pages: six

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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EXHIBIT B

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

PROJECT: WENDELA STREET ASPHALT ROAD REPAIRS – 908125800712

THIS AGREEMENT, dated MAY 29TH, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and JOE'S PAVING CO., INC., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR desires to perform asphalt repair is more particularly described in the CONTRACTOR'S proposal dated April 27, 2013, attached hereto and incorporated herein as Exhibit A.

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 CITY. 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. **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.

4. **LIABILITY 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.

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<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 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 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 CONTRACTOR shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, a Certificate of Insurance and applicable endorsements, 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.

5. **CONTRACT BONDS (for contracts exceeding $25,000).** If the total contract price specified in Section 7 of this Agreement exceeds $25,000, or if any amendment to this Agreement causes the total contract price to exceed $25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:

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- Payment Bond that meets the requirements of California Civil Code section 3248, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement

6. **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.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $7,747.80.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **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. All work shall be completed in every detail to the satisfaction of the CITY within ten (10) calendar days from the notice to proceed.

9. **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.

10. **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.

11. **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.

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination

or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

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 Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

JOE'S PAVING CO., INC.	CITY OF OCEANSIDE
By: [signature], CEO/OWNER	By: _____
Name/Title	Peter A. Weiss, City Manager
By: Sean R. Repko, Sec. of Corp.	APPROVED AS TO FORM:
Name/Title	[signature], ASST.
91-2164895	City Attorney
Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

REFER TO ATTACHED CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On 05/29/13 (Date) before me, Lori A. Imgrund, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Sean R. Repko (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: Lori A. Imgrund (Signature of Notary Public)

Place Notary Seal Above

LORI A. IMGRUND
Commission # 1855259
Notary Public - California
San Diego County
My Comm. Expires Jun 22, 2013

NNA1

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 Contractor Services Agreement

Document Date: 05/29/13 Number of Pages: Six

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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PRIME CONSTRUCTION CONTRACT

THIS AGREEMENT IS BETWEEN

JOE'S PAVING CO., INC. (JPI)

CA LIC#A & C12 806124

Office: 760-749-0519 *SINCE 1972* Fax: 760-749-8415

Bid Date: 4/27/2013

Attn: City of Oceanside Water Utilities Department
4927 Oceanside Blvd.
Oceanside CA 92056
Phone: 760-435-5985
Fax:
Email: jmontano@ci.oceanside.ca.us

Project: Oceanside Water -5340 Wendela Trench Repairs
Oceanside CA. 92056

Trench Repairs - 5340 Wendela

Scope of Work

Excavate to 9" below the road grade the temporary cold mix in trenches on Wendela Street. Haul off all spoils. Compact the subgrade. Place 6" of Class II base material and compact. Tack coat the inside edges of the open trench and pave back with 3" of compacted asphalt concrete (Material: 1/2" Reg, PG64-10 hotmix). Roll for compaction and smoothness. Tack the edges of the finished patches. Includes traffic control.

Item #1 Excavate 9" of coldmix from 1,047 sq. ft.of trench area. Haul off spoils. Deliver and place 6" of CLII and pave back with 3" of compacted hotmix (Material: 1/2" Reg, PG64-10 Hotmix. Roll for compaction and smoothness. Includes Traffic Control.

1,047 SF @ $ 7.40 SF = $ 7,747.80

Option Excavate the sections of asphalt from the trench to the curb and gutter in addition to the specific trench area already marked out adding an additional 924 sq. ft. of removal and repair for a new square footage total of 1,971 sq. ft. The same scope for the added area would apply for this area as outlined in Item #1.

1,971 SF @ $ 5.75 SF = $ 11,333.25

Material prices good until 6/11/2013

Terms: PAYMENT IS DUE UPON COMPLETION. NON-PREVAILING WAGE

Note: All Unit Prices will be billed out on actual field quantities.

INCLUSIONS:

Move-Ins	1	Additional Move-Ins at your request will be an add of $1,000.00 for each.					
Labor	x	Materials	x	Equipment	x	Insurance	x
Warranty	x	Traffic Control	x				

EXCLUSIONS:

Weed Killer	x	Prime Coat	x	Fog seal	x	Sand Cover	x
Traffic Control		Engineering	x	Water Supply	x	Sealing Curbs	x
Testing	x	Inspections	x	Sawcutting	x	Export	
Utility Adjust.	x	Permits		Grubbing	x	Import	
Demo	x	Scarification	x	Recompaction	x	Striping	x

Sean Repko-President **Cell Phone: 858-204-6190**

PROPOSAL ACCEPTED BY: _____ **DATE:**

Joe's Paving Inc. (JPI) PO Box 99 Valley Center, CA 92082