

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 55-14895

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

Cont. Lic. #664779
www.npgasphalt.com

**We Handle All Phases of Asphalt
HOA Specialist**
"Where Integrity & Quality Counts"

ESTIMATE TO (Client)
City of Lake Elsinore
521 North Langstaff
Lake Elsinore, CA 92530

DATE: 2/7/17
PROJECT: Asphalt Paving
LOCATION: City of Lake Elsinore
Temescal Canyon Road
at Lake Street
Lake Elsinore, CA

Attention: Julian Perez
Phone: 951-674-5170 **Fax:** 951-471-1251 **E-mail:** jperez@lake-elsinore.org **Estimator:** LT/MS

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

BASE BID

1. Remove and replace 3" AC at 7 locations as needed +/- 4,950 sq. ft. on Temescal Canyon Road
- Total Base Bid: \$18,980.00 _____ Initial If Accepted
***Price is valid through March 31st, 2017

ALTERNATE BID

1. Cold plane top 1" entire asphalt surface in one area approx. 24,460 sq ft.
2. Apply tack coat.
3. Overlay with 2" of compacted asphalt in one move in one area approx. 24,460 sq ft.
- Total Alternate Bid: \$45,000.00 _____ Initial If Accepted
***Price is valid through March 31st, 2017

**Note: Project will be completed in 1 move-in for base bid.
**Note: Site map will be provided upon award of contract.
**Note: Price includes prevailing wages.
**EXCLUSIONS: Permits and testing.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment if ull upon completion of work.

Accepted by: Print Name _____ Title _____ Authorized Signature _____ Date _____

Proposal - Contract

CONTRACT# 55-14895

NPG Corporation ("Contractor" and/ or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS

(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client’s written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.’s standard terms and conditions and any special terms, conditions or warranties.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR’S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractors, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client’s request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$850.00 lien filing fee, or an \$850.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic’s Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to jnelson@npgasphalt.com.

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor’s control.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.

9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client’s expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor’s employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.). These will be repaired at owner’s expense.

11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client’s representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor’s equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowerbed water and/or irrigation systems prior to contractor’s arrival and during course of work.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG’s Certificate of Insurance is for the scope of work being performed under said contract only.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/ or base changes; new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at www.npgasphalt.com Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor’s arrival. Contractor is not responsible for scuffing due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH. NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

Customer’s Initials

I AGREE TO ARBITRATION.

Contractor’s Initials

SPECIAL CONDITIONS

NPG warranties all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 ½% /annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney’s fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client’s terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the “Storm Water Pollution Prevention Plan” will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust “PM 10” mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG’s scope of work is 100% completed - retention may only be held for a period of 60 days max.

Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name):

Authorized Representative:

NPG Corporation P.O. Box 1515, Perris, CA 92571
Office (951) 940.0200 Fax (951) 940.9192
www.npgasphalt.com

Client Signature

Client Status: ☐ Corporation ☐ Partnership

☐ Occupant ☐ Owner ☐ Contractor

☐ Prop Mgr ☐ Occupant

Date

Title

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties: The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

(Name) NPG Asphalt

(Street Address) 1354 Jet Way

(City/State/Zip) Perris, CA 92571

(Telephone) 951-940-0200 (Alt #) 951-940-9192

(Email) lton@npgashpalt.com

(Taxpayer ID #) _____

(City Business License #) _____

2. Term: The effective date of this contract is February 14, 2017 and it terminates 45 days unless sooner terminated as provided herein.

3. Contractor's Obligations:

(a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)
Cold Plane top 1" entire asphalt surface area, apply tack coat overlay with 2" of compacted asphalt in one move, approximately 24,460 SQ Ft. on Temescal Canyon Road

(b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary)
Temescal Canyon Road

4. Supplemental Conditions: This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

5. Compensation: Contractor's total compensation for the goods and/or services performed under this Contract is \$ 45,000.00, to be paid as **(check one)**: (1) ☒ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☐ per attached written quote, up to a guaranteed not-to-exceed amount of \$ _____.

| Task | Amount |
|------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

6. Signatures: These signatures attest the parties' agreement hereto:

CONTRACTOR:

Print Name/Title Jeff Nelson, President

CITY OF LAKE ELSINORE,
a municipal corporation:

By: _____
City Manager

By: _____
City Project Manager

Attest By:

City Clerk

Approved as to form:

By: _____
City Attorney

Approved as to content/Insurance:

By: _____
City Finance Manager/Risk Manager

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Cancellation. Either the City or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. Anti-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. Legal Responsibilities. The Contractor shall keep itself informed of State, and Federal laws and regulations and the Lake Elsinore Municipal Code which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

- 7.1.1 Policy shall cover on an "occurrence basis."
- 7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.
- 7.1.3 Broad form property damage endorsement must be attached.
- 7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.
- 7.1.5 The City, its officers and employees shall be named by endorsement as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to any loss suffered by Contractor hereunder.

7.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the City, the City may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to

pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

7.4 Coverage Verification.

8.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

8.4.1 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

8. Payment of Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.

1065 Harber Drive, Colton, CA 92324

Phone: 909.824.7071 Fax: 909.824.1547

Email: dave@dmengineeringinc.com

We are a certified DBE and SBE CUCP # 41935

State of California Certified Small Business # 1750410

Public Works Contractor Registration # 1000001550

PROPOSAL

| Date | Proposal # |
|----------|------------|
| 2/8/2017 | F715 |

| Attention |
|--|
| Attn: Mr. Julian Perez City of Lake Elsinore Public Works Dept. 521 North Langstaff Street Lake Elsinore, CA 92530 |

| Location Of Work |
|---|
| Temescal Canyon Road, Parapet Concrete Wall Repairs at Bridge, Lake Elsinore, Ca |

DM Contracting, Inc. thanks you for the opportunity to present our cost proposal. We hereby propose to furnish all material, labor, equipment, insurance and supervision necessary to complete the following:

| Project |
|---------|
| |

| Item # | Description | Qty | Unit | Rate | Total |
|--|---|-------------|------|-----------|-----------|
| 1) | Concrete Parapet Wall Repairs at Temescal Bridge Location: | | | | |
| 2) | Saw cut existing 8" thick parapet concrete wall, 4 locations 3' h vertical cuts, 3 locations 5' lf horizontal cuts, and 1 location 10' lf horizontal cut. | | | | |
| 3) | Break, demo, and remove 4 areas of existing damaged and/or broken concrete parapet wall along with displaced #5 rebar, approx. 85' sf. | | | | |
| 4) | Haul-away all debris to legal dump site. | | | | |
| 5) | Use pneumatic hand-held demo hammers during the demo and break-away process. | | | | |
| 6) | Drilling and doweling with #5 re-bar at 8" min. depth fixed and embedded. | | | | |
| 7) | Approx. 33 drill points for #5 re-bar at 9" on center, and 16 drill points for horizontal dowels. Grout with epoxy adhesive using HILTI or equivalent. | | | | |
| | Place, tie, and install #5 re-bar prior to pouring concrete material. | | | | |
| | Form, pour, and finish using high early strength concrete mix design with 5000 psi. | | | | |
| | Strip away lumber, brackets, supports, etc, from concrete after 3 days, and clean up areas. | | | | |
| | Total = | 1 | LS | 37,552.00 | 37,552.00 |
| | Note: | | | | |
| | Base bid includes only the items and scope of work specifically mentioned above (DM portion of work only). | | | | |
| | Exclusions: | | | | |
| | New metal guardrail approach system, asphalt dike at guardrail, retrofitting work, post tension concrete, permits, testing, utilities, traffic control, asphalt patching, road work, weekend work. Items to be relocated, re-routed, raised, lowered, terminated, disconnected, and/or capped. Removal and haul-off of existing broken and/or damaged guard rail materials. | | | | |
| ACCEPTANCE: | | Total | | | |
| By signing below, this proposal becomes a legally binding contract subject to the terms and conditions contained herein. | | \$37,552.00 | | | |

ACCEPTED:

By: _____

Title: _____

Date: _____

PROPOSAL CONTITONS ATTACHED AS EXHIBIT "A"

Any work not mentioned above shall not be accounted for and will be charged as an extra.

Payments to be made bi-weekly as the work progresses to the value of 90% of all work completed. The entire amount of contract to be paid within 30 days after completion.

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties: The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

(Name) DM Contracting, Inc.

(Street Address) 1065 Harber Drive,

(City/State/Zip) Colton, CA 92324

(Telephone) 909-824-7071 (Alt #) 909-824-1547

(Email) dave@dmengineeringinc.com

(Taxpayer ID #) 710956910

(City Business License #) 022393

2. Term: The effective date of this contract is February 14, 2017 and it terminates 30 days unless sooner terminated as provided herein.

3. Contractor's Obligations:

- (a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)

Parapet concrete wall repairs at Temescal Canyon Bridge. proposal # F715, Attached & Inclusive.

- (b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary)

Temescal Canyon Road @ Lake Street.

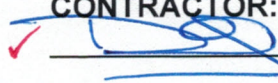
4. Supplemental Conditions: This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

5. Compensation: Contractor's total compensation for the goods and/or services performed under this Contract is \$ 37,552.00, to be paid as (check one): (1) ☒ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☐ per attached written quote, up to a guaranteed not-to-exceed amount of \$ _____.

| Task | Amount |
|------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

6. Signatures: These signatures attest the parties' agreement hereto:

CONTRACTOR:

 2/15/17
Print Name/Title David Magana Jr. president

CITY OF LAKE ELSINORE,
a municipal corporation:

By: _____
City Manager

By: _____
City Project Manager

Attest By: _____
City Clerk

Approved as to form:
By: _____
City Attorney

Approved as to content/Insurance:
By: _____
City Finance Manager/Risk Manager

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. It is expressly agreed that Contractor is to perform or deliver the goods and/or services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services.
2. Cancellation. Either the City or Contractor may cancel this Contract at any time upon giving the other party five (5) calendar days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages beyond the total amount of compensation set in this Contract.
3. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
4. Indemnity. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
5. Anti-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the American with Disabilities Act (42 U.S.C. § 12010, et seq.) or veteran's status. To the extent applicable, Contractor shall comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
6. Legal Responsibilities. The Contractor shall keep itself informed of State, and Federal laws and regulations and the Lake Elsinore Municipal Code which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.
7. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

7.1 Commercial General and Automobile Liability Insurance.

Contractor, at its own cost and expense, shall maintain commercial general insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, coverage and automobile liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefore, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The following endorsements shall be attached to the policy:

7.1.1 Policy shall cover on an "occurrence basis."

7.1.2 Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

7.1.3 Broad form property damage endorsement must be attached.

7.1.4 Policy must cover contractual liability by amending the definition of "incidental contract" to include any written contract.

7.1.5 The City, its officers and employees shall be named by endorsement as an additional insured, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to any loss suffered by Contractor hereunder.

7.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. In the event Contractor is self-insured, it shall furnish the City with a Certificate of Permission to Self-Insure signed by the Department of Industrial Relations Administration of Self-Insurance in Sacramento, California. If any injury occurs to any employee of Contractor for which the employee, or his dependents in the event of his death, is entitled to compensation from the City, the City may retain out of sums due the Contractor under this Contract an amount sufficient to cover such compensation as fixed by said Act, until such compensation is paid or until it is determined that no compensation is due and if the City is compelled to

pay such compensation, it will deduct and retain from the sums due the Contractor the amount so paid.

7.3 Additional Insurance Provisions.

Said policies shall constitute primary insurance as to the City, and its officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

7.4 Coverage Verification.

8.4.1 Upon notification of receipt by the City of a notice of cancellation, major change in coverage or expiration, Contractor shall file with the City a certified copy of the required new or renewal policy.

8.4.1 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for City to immediately terminate the Contract.

8. Payment of Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in if inapplicable to the services provided hereunder.



Myers and Sons Hi-Way Safety Inc.

Main Office:

13310 5th Street, Chino Ca 91710

Tel (909) 591-1781 Fax (909) 627-0999

Escondido Office:

520 W. Grand Ave, Escondido CA 92025

Tel (760) 745-2250 Fax (760) 745-2094

Sacramento Office:

9510 Jackson Rd. Sacramento Ca 95827

Tel (916) 273-1600 Fax (916) 273-1625

SALES QUOTATION

Copy

| | |
|------------------------|-------------|
| Quotation No: | 12174 |
| Quotation Date: | 02/14/17 |
| Valid Until: | 03/14/17 |
| Customer No: | C4507 |
| P.O. No: | |
| Page No: | Page 1 of 1 |

BILL TO

City of Lake Elsinore
130 S Main St
Lake Elsinore CA 92530

SHIP TO

City of Lake Elsinore
521 Langstaff Street.
Lake Elsinore CA 92530

TOTAL**\$ 17,271.48**

Sales Employee: Don Boring
Contact Name: Julian Perez
Telephone: 951-674-5170
Terms: NET 30

Ship Via: Our Truck
FOB:

| Item No. | Description | Quantity | Unit Price | Total |
|--|---|----------|-------------|---------------------|
| 103403 | MGS Type WB-31 Complete w/wood posts Purchase, Guard Rail | 4.00 | \$ 2,295.00 | \$ 9,180.00 |
| 103956 | Guard Rail, SFT, 31in, End Anchor Assembly, Complete | 2.00 | \$ 425.00 | \$ 850.00 |
| 103403 | 31in MGS Guard Rail w/22in Post Bolt 12.5 ft Sections | 8.00 | \$ 90.00 | \$ 720.00 |
| Includes 5/8" x 22" Post Bolt, Washer, & Nut (24-pcs) Also 5/8"x 1.25 GR Bolt & Nut (48-pcs) | | | | |
| 103403 | 6"x8"x6ft Wood Post & 6"x 12"x 14" Block (Price Per Set) | 24.00 | \$ 45.00 | \$ 1,080.00 |
| 103403 | Type "B" Flared End Terminal | 2.00 | \$ 30.00 | \$ 60.00 |
| 103099 | Guard Rail Installation | 1.00 | \$ 4,275.00 | \$ 4,275.00 |
| Subtotal | | | | \$ 16,165.00 |
| | | | | 0.00 |
| Shipping | | | | \$ 185.00 |
| Tax | | | | \$ 921.48 |
| Total Order Value | | | | \$ 17,271.48 |

Signature _____**Date** _____**Print Name** _____**Authority to Sign:**

Any individual signing represents and warrants that he/she of legal age and has the authority and power to sign on thier own behalf or on behalf of thier employer

1. This quotation will be honored for 30 days.
2. All customer orders are non-refundable.
3. Sales terms & conditions apply.

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. **Parties:** The parties to this Contract are the CITY OF LAKE ELSINORE, a municipal corporation (City) and the following named Contractor:

(Name) HI-WAY SAFETY

(Street Address) 13310 5th Street

(City/State/Zip) Chino, CA 91710

(Telephone) 909-591-1781 (Alt #) 909-627-0999

(Email) info@hiwaysafety.com

(Taxpayer ID #) 95-2955195 (City Business

License #) Lic-2016-01568

2. **Term:** The effective date of this contract is February 21, 2017 and it terminates 45 Days unless sooner terminated as provided herein.

3. **Contractor's Obligations:**

- (a) To the satisfaction of the City's Project Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary)

Purchase MGS Type WB-31 complete w/ wood posts guard rail and install

- (b) Contractor shall perform the above-referenced services or delivery the required goods at or to the following specified location/s: (Attach extra sheet/s if necessary)
Temescal Canyon Bridge

4. **Supplemental Conditions:** This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

5. **Compensation:** Contractor's total compensation for the goods and/or services performed under this Contract is \$ 17,271.48, to be paid as **(Mark One)**: (1) ☒ lump sum upon completion of all Contractor's Obligations; (2) ☐ lump sum per-task in the amounts indicated below, payable upon completion of each task; (3) ☐ lump sum per-task in the amounts indicated below, payable in monthly installments not to exceed the percentage completion of each task; (4) ☐ per attached written quote, up to a guaranteed not-to-exceed amount of \$ _____.

| Task | Amount |
|------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

6. **Signatures:** These signatures attest the parties' agreement hereto:

CONTRACTOR: Myers and Sons Hi Way Safety, Inc

m. Rodgers
Print Name/Title Mike Rodgers, President

CITY OF LAKE ELSINORE,
a municipal corporation:

By: _____
City Manager

By: _____
City Project Manager

Attest By: _____
City Clerk

Approved as to form:
By: _____
City Attorney

Approved as to content/Insurance:
By: _____
City Purchasing Agent/Finance Manager

SUPPLEMENTAL CONDITIONS

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