

EXHIBIT A
SCOPE OF WORK

The basic scope of work for the project includes the following items:

CMS Message Boards (Placed 2 Weeks Prior)
Resident Notification
Dust Control and Stormwater Best Management Practices (BMP's)
Installation and Maintenance of Proper Traffic Control
Striping Removals (Complete and to Satisfaction of City)
Street Sweeping/Cleaning (Including any Grease/Oil Spots)
Crack Cleaning & Filling
Utility & Monument Masking
REAS Slurry Application
Striping (Thermoplastic)
Post Sweeping of Ravel

The contractor shall supply all labor, material, and equipment to perform R.E.A.S slurry seal on designated neighborhood and residential streets upon an agreed schedule and as directed by the City of Coachella. The designated neighborhoods include Las Plumas (+/- 158,865 SF) and Valencia (+/-164,872 SF), both of which are located in the City of Coachella, California.

Materials, procedures, and payment terms is to be piggy-backed on the City of Los Angeles Contract Number ARC 40 59680 5 Amendment 08 Slurry, Premix R.E.A.S.

All traffic control is to be by contractor and shall be performed as approved by City of Coachella per approved traffic control plans and staging plans.

Contractor shall provide appropriate documentation identifying all striping and raised pavement marker removals and reinstallation for city engineer approval, such work is included and will be performed by a contractor licensed in that work. Restripe shall be done per the appropriate documentation provided by the contractor and as "Tied-Out" in the field.

Dust Control and Stormwater BMPs shall be implemented to protect storm drain, retention basin drainage inlets and other structures, and shall be to the satisfaction of the City.

City will not be providing a yard or staging location, but the contractor will be allowed to stage his slurry tank and equipment within the work zone as long as it does not interfere with traffic or the residents daily living.

A no-cost encroachment permit must be secured through the Engineering Division before work is started.

Contractor shall coordinate with the City/Coachella Water Authority for Construction Water and Meter. Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work, shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore.

Based on expected ambient temperatures in the City of Coachella, the work window is expected to start in the month of April to June 2022, and be completed within 30 Working Days after the Start date as listed on the notice to proceed. Anticipated application schedule is subject to change and or be modified by the City.

Special Notifications:

The Contractor shall coordinate his/her hours of operation and work with schools and their bus schedules, and bus stop locations that are located within the project area.

One (1) Portable Changeable Message Sign (PCMS) is required for the Las Plumas Neighborhood and Two Portable Changeable Message Signs (PCMS) for the Valencia Neighborhood (3 total) in locations as identified by the City. They shall be placed two (2) weeks in advance of the start of the crack cleaning, filling, and slurry application work and maintained throughout the construction period unless otherwise approved by the City.

Notification to Residents: The Contractor shall notify in person and with printed notification (in English and Spanish language), at least seven (7) working days prior to commencing work, to all agencies, firms, institutions, postal service, residents, hospital, Sun Bus, schools, stores, utilities and waste disposal service fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking.

The Contractor will be responsible for the notification of local residents and commercial operators on streets scheduled to receive a slurry seal. Said notification shall be accomplished by distributing individual notices to each occupied residential and commercial property no more than 72 hours prior and no less than 48 hours prior to the scheduled application time. The notification shall provide the date and time the work is to begin and finish, the name, address and phone number of the Contractor, and a brief description of the work to be completed. The proposed notice shall be submitted with the tentative sealing schedule for review and approval by the City Engineer before distribution.

The Contractor should note that the public schools are generally busy with traffic between 6:45 am to 8:15 am and from 1:45 pm to 3:20 pm on weekdays. Contractor shall coordinate with Sunline Bus and Local School districts for coordination or temporary relocation of any Bus Stops located within the project areas.

The Contractor shall coordinate with waste disposal collection companies, postal, and delivery services to ensure delivery of mail and other items.

Temporary “No Parking” signs shall be posted on Type I barricades (minimum) at least 48 hours, but no more than 72 hours, in advance of the work. The signs shall be placed no more than 150 feet apart on each side of the street and at shorter intervals if conditions warrant. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of the signs. All signs shall be removed by the Contractor within 48 hours after the effective date.

The signs shall contain the day, date, hours and vehicle code that parking will be prohibited on that particular street, CVC 22651 L and CVC 22654D. The signs shall be removed immediately upon completion of work that will prohibit parking.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

All coordination, traffic control devices, measures, and Message Boards shall be included in the Traffic Control Bid Item and No additional compensation shall be allowed. Notification and Traffic Control Measures shall be to the satisfaction of the City.

If work cannot resume on the same day to completion as scheduled, then this work shall be rescheduled in one to two weeks and the residents notified that the work will not be done as scheduled and re-notified of new work day promptly. All “NO PARKING” signs must be promptly removed. No more than two (2) rescheduled streets shall be scheduled for the same day and they shall be the first order of work for that day.

The Contractor will be responsible for providing the City with a Color Coded GIS style, PDF map of Crackfill, slurry work and staging per City sample. Such map shall be included in the Notice to Residents and include the proposed dates of the work in each area.

Crack Cleaning, Filling, and Slurry Operations:

Prior to applying slurry seal, the Contractor shall clean, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate “ghosting” of the old striping and markings as the new slurry wears off over time. If previous striping is encountered below the existing slurry surface, it shall be blacked out with black paint prior to the application of slurry. Striping removals shall be to the satisfaction of the City.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and blow cracks clean of weeds and debris using compressed air. The work shall be approved by the

City prior to application of rubber crack sealant and or/or slurry. Full compensation for plant removal and crack cleaning as included in the Lump Sum cost for Crack Cleaning, and Filling.

Prior to applying slurry seal, all pavement cracks greater than or equal to 1/4" width shall be cleaned with a heat lance and sealed with Crafcro Polyflex Type III crack sealant, or approved equal per Subsection 201-3.7 "Type 'D' Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)". The Contractor should take note that all the streets within the limits may need crack treatment. It is the responsibility of the Contractor to perform a field review to determine which streets require the crack treatment. Cracks shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible material deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. **Cracks 1 inch in width and wider shall be filled with compacted pea-gravel and SS grade asphaltic emulsion or hot mix asphalt concrete as directed by the Engineer, so that the sealant does not exceed 1 inch in depth.** Where cracks already have sealant Contractor shall inspect the quality and repair as necessary as directed by the Engineer. Repair shall include removing the material and re-applying. Rubberized Crack Seal and asphalt pavement repairs adjacent to cross gutters, spandrels and repair of pot holes is included in the work.

No slurry seal material may be placed until after the crack seal material has been in place for a minimum of two (2) full calendar days. Crack sealant shall be applied with a wand such that excess material is not remaining at the crack surface after sealing. Immediately remove crack treatment material that is spilled or deposited on the pavement surface. Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic. Payment for crack cleaning & sealing shall be included unit price bid per **Lump Sum (LS) Bid Item** for Crack Cleaning & Filling.

Prior to the application of the slurry, the contractor shall burn, scrape, brush, and seal all oils stains in the roadway and parking areas. Stain removal shall be to the satisfaction of the City. Contractor shall "mask" and protect all visible Manholes, Water Valves, Monuments, or other known utilities in the roadway. Such masking shall be removed upon completion of the slurry application.

Contractor shall supply and install Pre-Mixed Type II Rubber Emulsified Aggregate Slurry (REAS).

The application of R.E.A.S. slurry shall not commence until after 8:00 a.m. and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried

shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The Contractor shall “mechanically” sweep any raveled material on the street Two (2) weeks after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted or increased until the raveling reaches a level of acceptability as determined by the City. If raveling continues after the streets have been swept, the City reserves the right to have the roads re-slurried by the Contractor at no cost to the City. Raveling can be identified by the presence of “black pebbles” in the gutter.

Type II, Rubberized Emulsified Asphalt Slurry (REAS) will be measured for payment and paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 08 Slurry. Payment for slurry seal includes full compensation for constructing the slurry seal, complete in place, including testing for and furnishing the mix design, cleaning the surface, protecting utilities, masking, furnishing construction water, street sweeping, application of REAS Slurry, clean-up, and protecting the seal until it has set. **Slurry application shall be to the satisfaction of the City.**

Removal and Replacement of Striping:

Prior to applying slurry seal, the Contractor shall clean, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces.

The removal of traffic pavement markings shall be accomplished by grinding. Sand-blasting shall be used with prior City approval only. A minimum of 3 passes with the grinder, per stripe, or as required and approved by the City. Removal shall be to a maximum depth of 1/10". Removal depth may exceed 1/10" only when necessary to effectively remove existing striping, as approved by the City.

Obliteration of stripes or pavement markings by applying black paint or asphalt emulsion is not an approved removal method. However, if the existing striping has been previously covered with slurry, and is too deep to fully remove, the contractor may cover the existing sub-slurry striping with black paint or asphalt emulsion as approved by the City.

Contractor shall immediately sweep up striping removals prior to relocating to the next striping removal location. It shall be the responsibility of the contractor to properly and legally dispose of the residue from removal of striping and pavement markings.

Striping removal and replacement shall include all Stop Bars and Legends, Speed Hump or Bump Markings, Speed Hump Chevrons or markings, Center Lines, and all or any existing pavement markings, legends, and/or striping.

Payment for removal of traffic stripes and pavement marking in the areas to be slurried shall be included in the Unit Price bid per **Lump Sum (LS) for Remove and Replace Existing Striping in Thermoplastic** and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals as required in the Specifications. **Striping removals shall be to the satisfaction of the City.**

All new striping markings and lines shall be installed in “Thermoplastic” and conform to current standards and installed per manufacturer’s recommendations. All Thermoplastic Striping shall be installed no later than seven (7) calendar days after slurry application of the entire tract has been completed. Remove and replacement of speed humps striping is included. All street sweeping needed for performance of the contract is included.

A blue RPM shall be placed in the street at each fire hydrant location within the slurry limits as per the direction of the City.

Payment for **Remove and Replace Existing Striping in Thermoplastic** shall be considered as included in the **LUMP SUM (LS)** as noted in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in traffic stripes, and pavement markings, including establishing alignment for stripe and layout work as shown on the plans and as required in the Specifications.

Mobilization:

Mobilization shall conform to the provisions in Section 9-3.4, “Mobilization” of the Standard Specifications. Mobilization includes expenditures for all preparatory work and operations, including but not limited to, those costs necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all facilities necessary for work on the project; Storm Water, Dust Control, and all environmental compliance, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

Mobilization shall be paid for at the contract **LUMP SUM (LS)** basis as shown on the Bid Schedule. Fifty percent (50%) of the lump sum price will be paid upon successful move in and completion of mobilization. The remaining fifty percent (50%) shall be paid after the contractor is completely demobilized and all project sites have satisfactorily been restored and the project cleanup is completed to the satisfaction of the City.

See attached City of Los Angeles Contract ID 59680 Slurry, Premix R.E.A.S.

SCHEDULE OF PAYMENT

Contractor will be paid according the payment schedules found in the City of Los Angeles Contract ID 59680-Amendment 08 Slurry, Premix R.E.A.S. See Attachment A.

Contractor will be paid for mobilization, traffic control, crack sealing and striping per Lump Sum per the Bid Schedule and Estimate from PMI attached as Attachment B.

All Prevailing Wage, Per Diem, home office, profit and overhead, and subcontractor costs are included in the amount of this contract.

Total amount of contract is estimated at \$292,890.24 (Two Hundred Ninety-Two Thousand Eight Hundred and Ninety Dollars and Twenty-Four Cents).

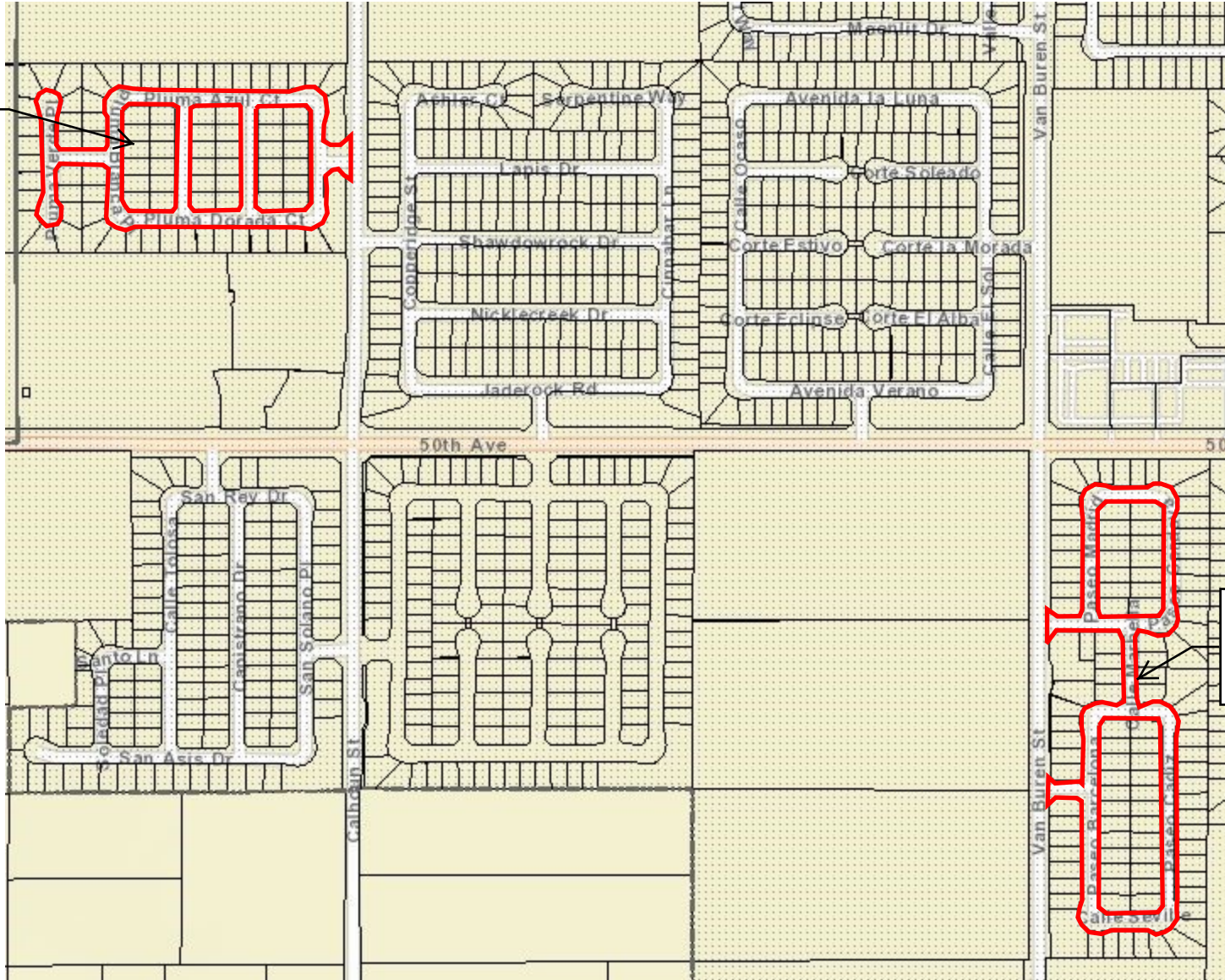
Quantity Adjustments will be accounted for in a Contract Quantity Adjustment Change Order that will be issued upon completion of the work and verification of the Final Quantities.

EXHIBIT B

STREET PAVEMENT REHABILITATION PHASE 17

PROJECT ST-105

LAS PLUMAS
NEIGHBORHOOD
DISTRICT 25
+/- 158,865



VALENCIA
NEIGHBORHOOD
DISTRICT 36
+/- 164,872 SF

NOT TO SCALE.

ATTACHMENT A

CITY OF LOS ANGELES

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



ANNUAL REQUIREMENTS CONTRACT

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

Reason for Modification

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

Renewal Period Options

Option	Effective Date	Expiration Date

Line Items

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

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

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

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

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

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

Authorized By _____

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

Section intentionally left blank.

Supporting Documents

CONTRACT COMMENTS

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

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

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

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

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

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

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

SUPPLIER CONTACT:

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

CONTRACT PURCHASE ORDERS:

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

APPROVED CONTRACT ITEM PURCHASES:

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

RENEWAL OPTION:

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

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

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

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

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bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent. ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:
 Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

AUTHORIZED DISTRIBUTOR/DEALER:

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

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

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

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

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

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

LIQUIDATED DAMAGES FOR LATE DELIVERY:

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

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

INSURANCE:

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

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

SALES/USE TAX PAID DIRECTLY TO STATE:

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

REPRESENTATIVE SAMPLE TESTING:

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

SALES/USE TAX PAID DIRECTLY TO STATE:

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

OTHER GOVERNMENT AGENCY PURCHASES:

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

CITY OF LOS ANGELES
CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT



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

ERIC GARCETTI
MAYOR

March 9, 2022

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

SUBJECT: CITY LOS ANGELES SUPPLY CONTRACT 59680 - AMENDMENT 8
SLURRY, PREMIX R.E.A.S.

The following price changes are effective March 9, 2022:

<u>Line</u>	<u>Description</u>	<u>Old Price</u>	<u>New Price</u>
1	Premix REAS Type I	\$2.38/gallon	\$2.72/gallon
2	Premix REAS Type II	\$2.01/gallon	\$2.26/gallon
3	Premix REAS Type III	\$2.01/gallon	\$2.26/gallon


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

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

Tony M. Royster
General Manager and
City Purchasing Agent

Approved as to Form
Michael N. Feuer
City Attorney

By: 
Supply Services Manager

By: 
Kimberly D. Miera
Deputy City Attorney



ATTACHMENT B

BID FORM

NAME OF BIDDER: Petrochem Materials Innovation LLC

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

LAS PLUMAS & VALENCIA NEIGHBORHOOD SLURRY SEAL PROJECT

Unit prices in each and every case represent the true unit price used in preparing the bid schedule totals (Bid Form). Unit prices listed herein include material, installation and appurtenant work as is necessary to have the item complete in place, and operational, meeting the full intent of the plans and specifications. Furthermore, this project has broken down the Base Bid areas according to project funding requirements, therefore several of the same bid items have been split between the Base Bid Areas. Bid Items marked with an (F) shall be considered a "Final Pay Quantity" Item and paid to the maximum quantity as listed.

It is understood that the basis of award shall be the lowest total price of the sum of Base Bid Area 1 and Base Bid Area 2.

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

BID SCHEDULE

BASE BID AREA 1- LAS PLUMAS NEIGHBORHOOD REAS SLURRY SEAL & STRIPING					
NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	\$5,000	\$5,000
2	Traffic Control	LS	1	\$12,080	\$12,080
3	Furnish & Install Type II Rubberized Emulsion Aggregate Slurry (REAS)	SF	158,865(F)	\$0.52	\$82,609.80
4	Crack Cleaning & Filling	LS	1	\$27,391	\$27,391
5	Remove and Replace Existing Striping in Thermoplastic	LS	1	\$11,390	\$11,390

TOTAL PRICE- BASE BID AREA 1

\$ 138,470.80
Total Base Bid Area 1 in Numbers

One Hundred Thirty Eight Thousand Four Hundred Seventy and Eighty cents
Total Base Bid Area 1 in Words

BASE BID AREA 2- VALENCIA NEIGHBORHOOD REAS SLURRY SEAL & STRIPING					
NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
6	Mobilization	LS	1	\$5,000	\$5,000
7	Traffic Control	LS	1	\$12,080	\$12,080
8	Furnish & Install Type II Rubberized Emulsion Aggregate Slurry (REAS) (Includes Weed Killer and Crack Cleaning & Filling)	SF	164,872 (F)	\$0.52	\$85,733.44
9	Crack Cleaning & Filling	LS	1	\$41,377	\$41,377
10	Remove and Replace Existing Striping in Thermoplastic	LS	1	\$10,229	\$10,229

TOTAL PRICE- BASE BID AREA 2

\$ 154,419.44

Total Base Bid Area 2 in Numbers

One Hundred Fifty four Thousand Four Hundred Nineteen and Forty Four Cents
Total Base Bid Area 2 in Words

GRAND TOTAL PRICE- BASE BID AREA 1 PLUS BASE BID AREA 2

\$ 292,890.24

Grand Total Base Bid Area 1 Plus Base Bid Area 2 in Numbers

Two Hundred Ninety Two Thousand Eight Hundred Ninety and twenty Four Cents
Grand Total Base Bid Area 1 Plus Base Bid Area 2 in Words

The basis of award for the contract shall be based on the lowest combined price of both Base Bid Area No. 1 and Base Bid Area No. 2.

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are approximate and for purposes of comparing Bids only, and the City makes no representation that the actual quantities of work performed will not

vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price. A Contract Quantity Adjustment Change Order will be issued upon the completion of the project to adjust the Contract Quantities and Amounts accordingly.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify Alternate Bid items, the City can choose to include any, all, or none of the Alternate Bid items of Work into the executed Contract. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

Name of Bidder Petrochem Materials Innovation LLC

Signature Charles A Hoffman

Name and Title Charles A Hoffman Construction Manager

Dated 3/29/2022

CITY OF COACHELLA					
Las Plumas Neighborhood Slurry Seal Program					
Rubberized Asphalt Slurry with Thermo Plastic Striping					
Prelim Budget/Engineer's Estimate					
Base Bid Area No. 1					
Item No.	Description	Unit	Bid Qty.	Unit Price	Total
1	Mobilization	LS	1	\$ 5,000	\$ 5,000
2	Traffic Control	LS	1	\$ 12,080	\$ 12,080
3	Remove and Replace Striping (Thermo)	LS	1	\$ 11,390	\$ 11,390
4	Crack Cleaning & Filling	LS	1	\$ 27,391	\$ 27,391
5	REAS-Rubberized Slurry	SF	158,865	\$.52	\$ 82,609.80
Total					\$ 138,470.80

Striping (Thermo)

Mobilization
 Remove Striping
 Stop Legends
 X Walks
 Stop Bars
 Speed Hump Markings
 Bump Legends
Striping Total

Unit
 LS
 LS
 EA
 LF
 LF
 EA
 EA

QTY
 1
 1
 8
 155
 160
 3
 6

Unit Price
 0
 \$ 5,580
 \$ 250
 \$ 5
 \$ 5
 \$ 395
 \$ 175

Total
 0
 \$ 5,580.
 \$ 2,000
 \$ 775
 \$ 800
 \$ 1,185
 \$ 1,050

 \$ 11,390

CITY OF COACHELLA					
Valencia Neighborhood Slurry Seal Program					
Rubberized Asphalt Slurry with Thermo Plastic Striping					
Prelim Budget/Engineer's Estimate					
Base Bid Area No. 1					
Item No.	Description	Unit	Bid Qty.	Unit Price	Total
1	Mobilization	LS	1	\$5,000	\$5,000
2	Traffic Control	LS	1	\$12,080	\$12,080
3	Remove and Replace Striping (Thermo)	LS	1	\$10,229	\$10,229
4	Crack Cleaning & Filling	LS	1	\$41,377	\$41,377
5	REAS-Rubberized Slurry	SF	164,873	\$.52	\$85,733.44
Total					\$154,419.44

Striping (Thermo)

Mobilization
 Remove Striping
 Stop Legends
 X Walks
 Stop Bars
 Speed Hump Markings
 Bump Legends
Striping Total

Unit	Qty	Unit Price	Total
LS	1	0	0
LS	1	\$5,499	\$5,499
EA	5	\$250	\$1,250
LF	0	\$5	0
LF	100	\$5	\$500
EA	4	\$5	\$20
EA	8	\$395	\$3,160
		\$175	\$1,400
			<u>\$10,229</u>