



Agenda Item A.10
CONSENT CALENDAR
Meeting Date: November 18, 2008

TO: Mayor and Councilmembers

FROM: Daniel Singer, City Manager

CONTACT: Steve Wagner, Community Services Director
Robert Morgenstern, Public Works Manager

SUBJECT: Award of Maintenance Contracts for the FY 2008-09 Annual Street Maintenance Services

RECOMMENDATION:

- A. Authorize the City Manager to execute a maintenance contract for Annual Street Maintenance to Granite Construction Company, Inc. in an amount not to exceed \$80,000.
- B. Authorize the City Manager to execute a maintenance contract for Annual Street Maintenance to Berry General Engineering Contractors, Inc., in an amount not to exceed \$80,000.
- C. Authorize the City Manager to execute a maintenance contract for Annual Street Maintenance to Elevation General Engineering Contractor, Inc., in an amount not to exceed \$80,000.
- D. Authorize the City Manager to execute contract amendments to increase the not to exceed amount on the above Agreements based upon actual work by each individual contractor such that the total incurred for all agreements does not exceed the total budget of \$240,000.

BACKGROUND:

Requests for Proposals and Statements of Qualifications were mailed to sixty-one (61) construction firms in addition to the required advertising in newspapers and trade journals. Proposals were received from Elevation General Engineering Contractor Inc., (Attachment 1), Berry General Engineering Contractors, Inc. (Attachment 2), and Granite Construction Company (Attachment 3). Granite Construction and Berry General Engineering have performed work for the City in the past and both have demonstrated good work ethics and produced quality work products. A reference check on Elevation General Engineering received favorable responses.

This agenda item is for the award of annual standby maintenance contracts for street and infrastructure maintenance projects needed throughout the year. Work will be assigned and performed on an as needed basis to address unforeseen immediate repairs. The Contractor who can most quickly respond will be assigned to the repair. The total cost of all of the work performed by all of the Contractors will at no time exceed the total budgeted amount of \$240,000 for Fiscal Year 2008-2009. Based on performance, these contracts may be extended in one year increments, for up to five years. Council's adoption of the budget will set the total aggregate compensation for any future years.

The range of services identified in these contracts includes, but is not limited to: asphalt skin patching; crack sealing; pavement repairs; fog/slurry sealing; grinding; concrete removals and installations (curb, gutter, sidewalk, cross-gutter, access ramp, and driveway); curb painting; striping; ditch maintenance; culvert maintenance; sign maintenance; pothole repair; and miscellaneous emergency responses (traffic control, debris removal, storm events, etc). The maintenance services provided under this contract would be independent from our Capital Improvement Program which typically includes the Slurry Seal, Overlay and Miscellaneous Concrete Improvement Programs.

DISCUSSION:

For the past two years the City has awarded the Annual Street Maintenance Contracts to multiple Contractors. Identifying a single Street Maintenance Contractor to respond to street repairs creates scheduling difficulties and makes it difficult to accomplish repairs according to the City's desired timelines. This is mainly due to the Contractor's existing work schedule and the generally small size of the City's repair jobs. Due to the success of this method, staff is recommending contracts for maintenance repair work be awarded to multiple construction companies again to maximize flexibility and expedite repairs by selecting the contractor who can respond to meet the timelines as required by the City.

Although all three Contractors will enter into a contract with the City in a specified not to exceed amount, none are guaranteed any work or payments under the terms of the contract. As work is required by the City, it will be distributed to the contractor who is most able to accommodate the City's time and/or cost requirements. It is recommended that Council authorize the City Manager to amend the contract amount for each contract. This will allow for continued flexibility in authorizing and expediting all repairs throughout the year without exceeding the amount budgeted for street repairs.

GOLETA STRATEGIC PLAN:

The FY 2008-09 Annual Street Maintenance Contract is consistent with the Goal in the Goleta Strategic Plan entitled, "Prioritize Maintenance of City Streets, Parks & Facilities." Specifically, this project meets Objective "Routine Street Maintenance" and moves the City closer toward realizing its vision as defined within the City's Strategic Plan.

ALTERNATIVES:

The Council may:

1. Direct staff to issue a contract to only one contractor.
2. Direct staff to issue a contract to only two contractors.
3. Reject all proposals.
4. Direct staff to re-issue an RFP for Maintenance Services.

FISCAL IMPACTS:

The approved FY 2008-09 Budget includes \$240,000 for contractual street maintenance. Funding is as shown in the following table:

Annual Street Maintenance	
Fund and Acct. Number	Maintenance Contract
Measure D - 205-5-5800-400	\$120,000
General Fund - 101-5-5800-400	\$120,000
Total	\$240,000

Annual Street Maintenance Contract Amounts	
Contractor	Contract Amount
Granite Construction Company	\$80,000
Berry General Engineering Contractors, Inc.	\$80,000
Elevation General Engineering Contractors, Inc.	\$80,000
Total	\$240,000

Submitted By:

Reviewed By:

Approved By:

 Steve Wagner
 Community Services Director

 Michelle Greene
 Acting Administrative
 Services Director

 Daniel Singer
 City Manager

ATTACHMENTS:

1. Contract for Annual Street Maintenance Services from Granite Construction Company.
2. Contract for Annual Street Maintenance Services from Berry General Engineering Contractors, Inc.
3. Contract for Annual Street Maintenance Services from Elevation General Engineering Contractor's, Inc.

ATTACHMENT 1

Agreement Between the City of Goleta and Granite Construction
Company – Annual Street Maintenance

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
GRANITE CONSTRUCTION COMPANY**

THIS AGREEMENT, made and entered into this _____ day of November, 2008, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **GRANITE CONSTRUCTION COMPANY**, (herein referred to as "Service Provider").

City and Service Provider agree as follows:

1. RETENTION AS SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the services described in Section 2. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Service Provider are as follows:

General maintenance services in conjunction with street repairs and maintenance as requested. Services will be performed as assigned, and shall generally include but not be limited to the provision of asphalt skin patching; crack sealing; pavement repairs; fog/slurry sealing; grinding; concrete removals and installations (curb, gutter, sidewalk, cross-gutter, access ramp, and driveway); curb painting; striping; ditch maintenance; culvert maintenance; sign maintenance; pothole repair; and miscellaneous emergency responses as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Including authorized extra services (pursuant to Section 4), the total compensation payable to Service Provider by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$80,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

For specified tasks at applicable full day rate or half day rate set forth in EXHIBIT B. All other services shall be compensated hourly at the hourly rates and with reimbursement to Service Provider for those expenses set forth in Service Provider's Schedule of Fees

marked Exhibit "B," attached and incorporated herein. Equipment identified in EXHIBIT B shall be compensated at the rate identified in EXHIBIT B. All other equipment shall be compensated at a rate of cost plus ten percent (10%).

(b) Payment. Service Provider shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. EXTRA SERVICES

City shall pay Service Provider for those City authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless City and Service Provider have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Service Provider shall be accomplished under the general direction of, and coordinated with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Robert Morgenstern, Public Works and Maintenance Manager.

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2009, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when

requested by City. City agrees to hold Service Provider harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

The following are the only approved portions of the work will be subcontracted out to other parties by Service Provider:

Rout Clean & Seal, random cracks:
Rubberized Crackfiller Sealant, Inc.
License # 484758

Steel Guardrail & Fence Repairs
C&W Construction Specialties, Inc.
License # 256795

This agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds City, its elected officials, officers, agents, and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Service Provider, to Service Provider's employees, to Service Provider's contractors or subcontractors, or to the owners of Service Provider's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Service Provider is on City property, or which are connected, directly or indirectly, with Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, or the willful misconduct of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other

costs required for and related thereto.

(c) No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Service Provider shall, at its own cost, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect

to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.

- c) Liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Service Provider shall correct, at its expense, all errors in the work which may be disclosed during City's review of Service Provider's report or plans. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Service Provider or withheld from any funds due to Service Provider hereunder.

13. TERMINATION BY CITY

City, by notifying Service Provider in writing, may upon 3 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider unless termination is for cause. In such event, Service Provider shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Service Provider for anything done, furnished, or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Service Provider, its employees, subcontractors, agents and Service Providers.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Service Provider shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Service Provider will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation

occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Service Provider shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Service Provider for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Service Provider services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Service Provider. City Manager is delegated authority execute written consent to modifications to terms of this Agreement except to the not to exceed amount. Any increase to the not to exceed amount shall only authorized by the City Council.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25. PERMITS AND LICENSES

Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns,

principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Dan Singer, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Jigisha Desai, Vice President
Granite Construction Company
585 West Beach Street
Watsonville, CA 95076

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

SERVICE PROVIDER

(Authorized Officer)

SERVICE PROVIDER

(Authorized Officer)

CITY OF GOLETA

Daniel Singer
City Manager

ATTEST:

Deborah Constantino, City Clerk

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

EXHIBIT A
Scope of Work

Scope of Work - Annual Street Maintenance Services

Service Provider shall be available to provide Street Maintenance Services as set forth herein. City will assign street maintenance service requests based on availability and cost of Service Providers. Service Provider is not guaranteed with any assignments under this agreement.

As City determines that street maintenance assignments are needed, City will issue a written assignment specifying the location and work to be performed. Service Provider shall provide all necessary resources and shall assure that the work is performed in a workman like fashion consistent with all applicable industry standards. Any equipment supplied by Service Provider not identified in the compensation rates in Exhibit B shall be provided at a rate of cost plus 10%.

The activities may include the following activities:

ANNUAL STREET MAINTENANCE SERVICES - ROUTINE STREET MAINTENANCE SERVICES BY ACTIVITY

ACTIVITY: SKIN PATCHING

ACTIVITY DESCRIPTION: Repair and replacement of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Clean, remove loose material and prepare area to be patched.
3. Square edges as appropriate and apply tack coat (SSIH).
4. Place and compact AC as necessary.
5. Clean up excess AC.
6. Remove Traffic Control Devices.

ACTIVITY: CRACK SEALING

ACTIVITY DESCRIPTION: Crack sealing of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Route, clean and prepare cracks.
3. Remove loose material and vegetation

4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: FOG SEAL/SLURRY SEAL

ACTIVITY DESCRIPTION: Fog Seal or Slurry Seal of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Street sweep to remove debris from street.
3. Seal with Fog or Slurry.
4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: REMOVE AND REPLACE PAVEMENT (deep-lift AC repair)

ACTIVITY DESCRIPTION: Full depth removal and replacement of pavement areas due to various failures to restore a level surface, including replacement of existing roadway markings.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove broken or deteriorated material.
3. Square edges.
4. Repair or replace compact base.
5. Tack edges.
6. Place asphalt and final layer even with adjoining pavement.
7. Clean up area.
8. Remove Traffic Control Devices.

ACTIVITY: GRINDING

ACTIVITY DESCRIPTION: Grinding asphalt concrete or portland cement concrete pavement and roadway surfaces to eliminate trip hazards, in conformance with the California Storm Water Best Management Practices for grinding surfaces.

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Block storm drains.
3. Grind with abrasive grinding equipment utilizing diamond cutting blades.

4. Use a collection system to contain and collect all discharge water and dust.
5. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB, GUTTER, SIDEWALK, CROSS-GUTTER, ACCESS RAMP, DRIVEWAY INSTALLATIONS

ACTIVITY DESCRIPTION: Temporary repairs to eliminate trip hazards with AC patches and ramping, or remove and replace for permanent repairs with concrete.

The work includes minor grading, clearing & grubbing, conforming, construction of concrete flat work, curbs, access ramps, driveways, gutters, spandrels, and drains (including existing curb drains)

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Minor grading.
3. Clearing and grubbing.
4. Set forms as needed.
5. Concrete flat work.
6. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB PAINTING AND MISCELLANEOUS STRIPING

ACTIVITY DESCRIPTION: Paint curbs and asphalt surfaces to designate or identify restricted parking areas, driving lanes, highlight specific sections of curb such as bull noses, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Mark out locations to be painted
3. Clean and prepare surface/place paint shields.
4. Paint with either hand roller or with airless spray gun.
5. Set cones until dry.
6. Clean up
7. Remove Traffic Control Devices.

ACTIVITY: DITCH CLEARING AND GRUBBING

ACTIVITY DESCRIPTION: Roadside ditch clean out includes removal of debris to ensure property drainage.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Establish grade for proper drainage.
3. Remove/move material for drainage purposes.
4. Remove debris from culvert ends.
5. Clean up.
6. Remove Traffic Control Devices.
7. Log total amount of debris removed.

ACTIVITY: CULVERT MAINTENANCE

ACTIVITY DESCRIPTION: Special projects or tasks not covered by other storm drain activities.

ACTIVITY: TRAFFIC CONTROL SIGN KNOCK-DOWN REPAIR

ACTIVITY DESCRIPTION: The repair and replacement of regulatory and warning traffic signs and non-regulatory street signs and posts.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Make repairs or perform maintenance.
3. Inspect to ensure property placement as per City/State standards.
4. Remove Traffic Control Devices.
5. Log activity as to what was done and where.

ACTIVITY: POTHOLE REPAIRS

ACTIVITY DESCRIPTION: Patching and repairing of potholes to temporarily repair small failures in the pavement and to eliminate potential surface hazards.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove any loose debris or failed material and dry pothole.
3. Square edges, as possible.
4. Apply tack coat (SSIH)/CRF.
5. Distribute AC and compact.
6. Clean up excess AC.
7. Remove Traffic Control Devices.

ACTIVITY: REMOVAL OF DEBRIS WITHIN THE TRAVEL LANES

ACTIVITY DESCRIPTION: Pick up and disposal of a variety of items that may fall off vehicles onto street during transit. Items may include but not be limited to chair, sofa cushions, lumber, fallen materials, car parts, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove debris from travel lane.
3. Remove Traffic Control Devices.
4. Dispose of debris.
5. Log total amount of debris removed.

Traffic Control shall be per the current Manual on Uniform Traffic Control Devices (MUTCD) at all times as necessary.

EXHIBIT B
Compensation

APPENDIX A

ANNUAL STREET MAINTENANCE SERVICES – Submittal Requirements

City of Goleta: Rate Sheet 08-09

Routine Street Maintenance Services

Item #	Activity	Crew Size	1/2 Day Rate	Full Day Rate
1	Asphalt Skin Patch		\$ 5653-	\$ 10278-
2	Asphalt Removal & Replacement		\$ 5784-	\$ 10517-
3	Crack Sealing (Rubberized Hot Mix)		\$ 8151-	\$ 8151-
4	Asphalt Pavement Inlay		\$ 7148-	\$ 12996-
5	Patch Potholes		\$ 4083-	\$ 7424-
6	Ditch Clearing and Grubbing		\$ 3603-	\$ 6550-
7	Culvert Maintenance		\$ 4367-	\$ 7940-
8	Graffiti Removal		\$ 788-	\$ 1432-
9	Maintain Signs & Posts Maintenance		\$ 1743-	\$ 3170-
10	Temporary Concrete Repairs		\$ 4221-	\$ 7675-
11	Steel Guardrail & Fence Repairs		\$ 3170-	\$ 5764-
12	Unscheduled Traffic Control		\$ 1681-	\$ 3056-

Note: Traffic control costs for each bid item are to be included in the specific bid item. No separate bid item is required.

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work.

Proposal is subject to the following:

A.	Worker and crew hourly rates shall prevail in determining progress payments.
B.	The City makes no guarantee or assurances as to the number of hours (during any time period) this contract will entail.
C.	The hourly rates shall include small tools, barricades, cellular phones, pagers, two-way radios, shovels, rakes, brooms and similar equipment sufficient to perform the described work.
D.	The City shall not incur any labor or equipment charges that occur outside the City.
E.	The Contractor will supply materials on a "cost plus" basis. As indicated the mark-up to be applied to the cost of materials is 10% maximum.

**LABOR AND EQUIPMENT RENTAL RATES
2008-09**

LABOR RATES

CRAFT LABOR	ST	OT	DT
OPERATOR FOREMAN w/ pickup	\$118	\$148	\$177
OPERATING ENGINEER	\$96	\$124	\$152
LABOR FOREMAN w/ pickup	\$100	\$122	\$145
LABORER	\$78	\$99	\$120
CEMENT MASON FOREMAN w/ pickup	\$106	\$129	\$152
CEMENT MASON	\$84	\$105	\$127
CARPENTER FOREMAN w/ pickup	\$111	\$141	\$171
CARPENTER	\$87	\$115	\$142
TEAMSTER	\$79	\$99	\$119



EQUIPMENT RATES (OPERATED AND MAINTAINED)

LOADER JD 210C 4X4	\$146	ROLLER 1-3 TON	\$140
LOADER/BACKHOE JD 410	\$152	ROLLER 4-6 TON	\$154
LOADER/BACKHOE JD 710	\$166	ROLLER 7-9 TON	\$184
EXCAVATOR CAT 330L	\$216	RUBBER TIRE ROLLER	\$168
EXCAVATOR CAT 345	\$254	66" SINGLE DRUM ROLLER	\$178
LOADER CAT IT28	\$167	84" SINGLE DRUM ROLLER	\$184
LOADER CAT 950	\$174	COMPACTOR CAT 815	\$245
LOADER CAT 966	\$204	POWER KICK BROOMS	\$173
LOADER CAT 980	\$235	STREET SWEEPER/PICK UP BROOM	\$163
LOADER CAT 988	\$304	WATER TRUCKS (2000 GAL)	\$134
DOZER JD 550	\$175	WATER TRUCKS (3600 GAL)	\$136
DOZER CAT D6H	\$220		
DOZER CAT D8N	\$290	BARE EQUIPMENT	
DOZER CAT D9N	\$337	PICKUP	\$19
DOZER CAT D10R	\$466	FLATRACK	\$35
SCRAPER 613	\$207	SUPER TRUCK	\$55
SCRAPER 623	\$315	TRAFFIC TRUCK (Incl. signs, cones)	\$47
MOTOR GRADER CAT 140G	\$184	TILT BED TRAILER	\$22
ASPHALT PAVER (with Operator only)	\$362	AIR COMPRESSORS	\$23
OIL DISTRIBUTOR TRUCK	\$191		

ATTACHMENT 2

Agreement Between the City of Goleta and Berry General Engineering Contractors, Inc. – Annual Street Maintenance

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
BERRY GENERAL ENGINEERING CONTRACTORS, INC.**

THIS AGREEMENT, made and entered into this _____ day of November, 2008, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **BERRY GENERAL ENGINEERING CONTRACTORS, INC.**, (herein referred to as "Service Provider").

City and Service Provider agree as follows:

1. RETENTION AS SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the services described in Section 2. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Service Provider are as follows:

General maintenance services in conjunction with street repairs and maintenance as requested. Services will be performed as assigned, and shall generally include but not be limited to the provision of asphalt skin patching; crack sealing; pavement repairs; fog/slurry sealing; grinding; concrete removals and installations (curb, gutter, sidewalk, cross-gutter, access ramp, and driveway); curb painting; striping; ditch maintenance; culvert maintenance; sign maintenance; pothole repair; and miscellaneous emergency responses as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Including authorized extra services (pursuant to Section 4), the total compensation payable to Service Provider by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$80,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

For specified tasks at applicable full day rate or half day rate set forth in EXHIBIT B. All other services shall be compensated hourly at the hourly rates and with reimbursement to Service Provider for those expenses set forth in Service Provider's Schedule of Fees

marked Exhibit "B," attached and incorporated herein. Equipment identified in EXHIBIT B shall be compensated at the rate identified in EXHIBIT B. All other equipment shall be compensated at a rate of cost plus ten percent (10%).

(b) Payment. Service Provider shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. EXTRA SERVICES

City shall pay Service Provider for those City authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless City and Service Provider have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Service Provider shall be accomplished under the general direction of, and coordinated with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Robert Morgenstern, Public Works and Maintenance Manager.

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2009, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when

requested by City. City agrees to hold Service Provider harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

The following are the only approved portions of the work will be subcontracted out to other parties by Service Provider:

Guardrail:
C&W Construction Specialties, Inc.
License # 256795

Crack sealing:
Rubberized Crackfiller Sealant, Inc.
License # 484758

Signs:
Pro-Line Striping
License # 739057

This agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds City, its elected officials, officers, agents, and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Service Provider, to Service Provider's employees, to Service Provider's contractors or subcontractors, or to the owners of Service Provider's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Service Provider is on City property, or which are connected, directly or indirectly, with Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, or the willful misconduct of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, in performing the

services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Service Provider shall, at its own cost, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Service Provider be considered an officer, agent,

servant or employee of City. Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Service Provider shall correct, at its expense, all errors in the work which may be disclosed during City's review of Service Provider's report or plans. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Service Provider or withheld from any funds due to Service Provider hereunder.

13. TERMINATION BY CITY

City, by notifying Service Provider in writing, may upon 3 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider unless termination is for cause. In such event, Service Provider shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Service Provider for anything done, furnished, or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Service Provider, its employees, subcontractors, agents and Service Providers.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Service Provider shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Service Provider will

retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation

occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Service Provider shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Service Provider for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Service Provider services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Service Provider. City Manager is delegated authority execute written consent to modifications to terms of this Agreement except to the not to exceed amount. Any increase to the not to exceed amount shall only authorized by the City Council.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25. PERMITS AND LICENSES

Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns,

principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Dan Singer, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Dan Berry
Berry General Engineering Contractors, Inc.
PO Box 1457
Ventura, CA 93002

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

SERVICE PROVIDER

(Authorized Officer)

SERVICE PROVIDER

(Authorized Officer)

CITY OF GOLETA

Daniel Singer
City Manager

ATTEST:

Deborah Constantino, City Clerk

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

EXHIBIT A
Scope of Work

Scope of Work - Annual Street Maintenance Services

Service Provider shall be available to provide Street Maintenance Services as set forth herein. City will assign street maintenance service requests based on availability and cost of Service Providers. Service Provider is not guaranteed with any assignments under this agreement.

As City determines that street maintenance assignments are needed, City will issue a written assignment specifying the location and work to be performed. Service Provider shall provide all necessary resources and shall assure that the work is performed in a workman like fashion consistent with all applicable industry standards. Any equipment supplied by Service Provider not identified in the compensation rates in Exhibit B shall be provided at a rate of cost plus 10%.

The activities may include the following activities:

ANNUAL STREET MAINTENANCE SERVICES - ROUTINE STREET MAINTENANCE SERVICES BY ACTIVITY

ACTIVITY: SKIN PATCHING

ACTIVITY DESCRIPTION: Repair and replacement of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Clean, remove loose material and prepare area to be patched.
3. Square edges as appropriate and apply tack coat (SSIH).
4. Place and compact AC as necessary.
5. Clean up excess AC.
6. Remove Traffic Control Devices.

ACTIVITY: CRACK SEALING

ACTIVITY DESCRIPTION: Crack sealing of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Route, clean and prepare cracks.
3. Remove loose material and vegetation

4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: FOG SEAL/SLURRY SEAL

ACTIVITY DESCRIPTION: Fog Seal or Slurry Seal of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Street sweep to remove debris from street.
3. Seal with Fog or Slurry.
4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: REMOVE AND REPLACE PAVEMENT (deep-lift AC repair)

ACTIVITY DESCRIPTION: Full depth removal and replacement of pavement areas due to various failures to restore a level surface, including replacement of existing roadway markings.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove broken or deteriorated material.
3. Square edges.
4. Repair or replace compact base.
5. Tack edges.
6. Place asphalt and final layer even with adjoining pavement.
7. Clean up area.
8. Remove Traffic Control Devices.

ACTIVITY: GRINDING

ACTIVITY DESCRIPTION: Grinding asphalt concrete or portland cement concrete pavement and roadway surfaces to eliminate trip hazards, in conformance with the California Storm Water Best Management Practices for grinding surfaces.

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Block storm drains.
3. Grind with abrasive grinding equipment utilizing diamond cutting blades.

4. Use a collection system to contain and collect all discharge water and dust.
5. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB, GUTTER, SIDEWALK, CROSS-GUTTER, ACCESS RAMP, DRIVEWAY INSTALLATIONS

ACTIVITY DESCRIPTION: Temporary repairs to eliminate trip hazards with AC patches and ramping, or remove and replace for permanent repairs with concrete.

The work includes minor grading, clearing & grubbing, conforming, construction of concrete flat work, curbs, access ramps, driveways, gutters, spandrels, and drains (including existing curb drains)

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Minor grading.
3. Clearing and grubbing.
4. Set forms as needed.
5. Concrete flat work.
6. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB PAINTING AND MISCELLANEOUS STRIPING

ACTIVITY DESCRIPTION: Paint curbs and asphalt surfaces to designate or identify restricted parking areas, driving lanes, highlight specific sections of curb such as bull noses, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Mark out locations to be painted
3. Clean and prepare surface/place paint shields.
4. Paint with either hand roller or with airless spray gun.
5. Set cones until dry.
6. Clean up
7. Remove Traffic Control Devices.

ACTIVITY: DITCH CLEARING AND GRUBBING

ACTIVITY DESCRIPTION: Roadside ditch clean out includes removal of debris to ensure property drainage.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Establish grade for proper drainage.
3. Remove/move material for drainage purposes.
4. Remove debris from culvert ends.
5. Clean up.
6. Remove Traffic Control Devices.
7. Log total amount of debris removed.

ACTIVITY: CULVERT MAINTENANCE

ACTIVITY DESCRIPTION: Special projects or tasks not covered by other storm drain activities.

ACTIVITY: TRAFFIC CONTROL SIGN KNOCK-DOWN REPAIR

ACTIVITY DESCRIPTION: The repair and replacement of regulatory and warning traffic signs and non-regulatory street signs and posts.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Make repairs or perform maintenance.
3. Inspect to ensure property placement as per City/State standards.
4. Remove Traffic Control Devices.
5. Log activity as to what was done and where.

ACTIVITY: POTHOLE REPAIRS

ACTIVITY DESCRIPTION: Patching and repairing of potholes to temporarily repair small failures in the pavement and to eliminate potential surface hazards.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove any loose debris or failed material and dry pothole.
3. Square edges, as possible.
4. Apply tack coat (SSIH)/CRF.
5. Distribute AC and compact.
6. Clean up excess AC.
7. Remove Traffic Control Devices.

ACTIVITY: REMOVAL OF DEBRIS WITHIN THE TRAVEL LANES

ACTIVITY DESCRIPTION: Pick up and disposal of a variety of items that may fall off vehicles onto street during transit. Items may include but not be limited to chair, sofa cushions, lumber, fallen materials, car parts, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove debris from travel lane.
3. Remove Traffic Control Devices.
4. Dispose of debris.
5. Log total amount of debris removed.

Traffic Control shall be per the current Manual on Uniform Traffic Control Devices (MUTCD) at all times as necessary.

EXHIBIT B

Compensation

APPENDIX A

ANNUAL STREET MAINTENANCE SERVICES – Submittal Requirements

City of Goleta: Rate Sheet 08-09
Routine Street Maintenance Services

Item #	Activity	Grew Size	1/2 Day Rate	Full Day Rate
1	Asphalt Skin Patch	5 men	\$ 2,561 ⁰⁰	\$ 5,122 ⁰⁰
2	Asphalt Removal & Replacement	6 men	\$ 2,788 ⁰⁰	\$ 5,576 ⁰⁰
3	Crack Sealing (Rubberized Hot Mix)	4 men	\$ 7,320 ⁰⁰	\$ 7,740 ⁰⁰
4	Asphalt Pavement Inlay	9 men	\$ 5,242 ⁰⁰	\$ 10,484 ⁰⁰
5	Patch Potholes	5 men	\$ 2,448 ⁰⁰	\$ 4,896 ⁰⁰
6	Ditch Clearing and Grubbing	5 men	\$ 2,354 ⁰⁰	\$ 4,708 ⁰⁰
7	Culvert Maintenance	5 men	\$ 2,354 ⁰⁰	\$ 4,708 ⁰⁰
8	Graffiti Removal	3 men	\$ 1,923 ⁰⁰	\$ 3,846 ⁰⁰
9	Maintain Signs & Posts Maintenance	3 men	\$ 1,915 ⁰⁰	\$ 3,830 ⁰⁰
10	Temporary Concrete Repairs ^{*TEMP RATE ONLY}	3 men	\$ 1,240 ⁰⁰	\$ 2,480 ⁰⁰
11	Steel Guardrail & Fence Repairs	3 men	\$ 3,372 ⁰⁰	\$ 5,474 ⁰⁰
12	Unscheduled Traffic Control	3 men	\$ 1,288 ⁰⁰	\$ 2,576 ⁰⁰

Note: Traffic control costs for each bid item are to be included in the specific bid item. No separate bid item is required.

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work.

Proposal is subject to the following:

A.	Worker and crew hourly rates shall prevail in determining progress payments.
B.	The City makes no guarantee or assurances as to the number of hours (during any time period) this contract will entail.
C.	The hourly rates shall include small tools, barricades, cellular phones, pagers, two-way radios, shovels, rakes, brooms and similar equipment sufficient to perform the described work.
D.	The City shall not incur any labor or equipment charges that occur outside the City.
E.	The Contractor will supply materials on a "cost plus" basis. As indicated the mark-up to be applied to the cost of materials is 10% maximum.

BERRY

GENERAL ENGINEERING CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
License No. 400577 A

CITY OF GOLETA, EQUIPMENT RENTAL RATES

MOTORGRADERS	S.T.	O.T.	BARE
Cat 140 G	\$ 155.00/ Hr	194.00/ Hr	101.00/ Hr
Cat 140 H	161.00	200.00	108.00
Electronic Grade Controls			235.00/Day
SCRAPERS			
John Deere 760	139.00	178.00	84.00
John Deere 762	139.00	178.00	84.00
Cat 623	199.00	238.00	152.00
FRONT END LOADERS			
Skiploader w/gannon	114.00	153.00	56.00
Cat 930 Loader	132.00	171.00	75.00
Cat 950 Loader	157.00	197.00	103.00
Cat 416 Backhoe	128.00	168.00	72.00
Cat 416 Backhoe w/Breaker	192.00	231.00	142.00
TRACTORS			
Cat 815 Compactor	170.00	210.00	127.00
Cat D-7 Dozer	177.00	217.00	134.00
w/slopeboard	183.00	223.00	141.00
ROLLERS			
Case 602 Roller	133.00	172.00	77.00
Steel Wheel Roller 8 X 10	114.00	153.00	55.00
Case 252 Vib-Roller	111.00	150.00	52.00
Ingersoll-Rand DD24 Vib-Roller & DD22	120.00	159.00	62.00
Ingersoll-Rand DD90	147.00	187.00	93.00
Ingersoll-Rand SD-100	140.00	180.00	85.00
Hyster Rubber Tire Roller	107.00	147.00	48.00
Vibra-Plate			137.00/ Day
Sheepsfoot - 4 x 4			241.00/ "
PAVING EQUIPMENT			
Leeboy 8500 Paver (1 operator)	207.00	247.00	160.00
Essick Tack Pot (bare)			207.00/ Day
Blaw Know PF180 H Paver (Bare)			235.00

BERRY

GENERAL ENGINEERING CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
License No. 400577 A

Equipment Rental Rates

	S.T.	O.T.	BARE
Air Compressor			218.00/ Day
Berm Machine			241.00/ Day
Arrowboard			123.00/ Day
Water Trailer			101.00/ Day
Traffic Control			84.00/Day
Move Trailer			112.00/Day

WATER TRUCKS

2000 Gallon Water Truck	102.00	141.00	41.00
Cat 613 B Water Pull	139.00	178.00	83.00

TRUCKS

Form Truck w/ Misc. Forms/Supplies	117.00	154.00	67.00
10 Wheel Dump Truck	112.00	151.00	53.00
Bobtail Dump Truck	102.00	141.00	43.00
Flatbed Dump Truck	102.00	141.00	43.00
1 Ton Flatbed w/ Tools (bare)			36.00
3/4 Ton Pick-up (bare)			28.00
AC Crew Truck (bare)			43.00
Concrete Saw Truck w/ Maco Saw	147.00	187.00	93.00

LABOR

Operating Engineer	91.00	132.00	
Laborer	78.00	119.00	
Cement Mason	81.00	122.00	
Foreman w/ Truck	105.00	146.00	
Cement Foreman w/ Truck	98.00	139.00	
Superintendent	132.00		

ATTACHMENT 3

Agreement Between the City of Elevation General Engineering
Contractors, Inc. – Annual Street Maintenance

**AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
ELEVATION GENERAL ENGINEERING CONTRACTORS, INC.**

THIS AGREEMENT, made and entered into this _____ day of November, 2008, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "City"), and **ELEVATION GENERAL ENGINEERING CONTRACTORS, INC.**, (herein referred to as "Service Provider").

City and Service Provider agree as follows:

1. RETENTION AS SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform the services described in Section 2. Service Provider warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Service Provider are as follows:

General maintenance services in conjunction with street repairs and maintenance as requested. Services will be performed as assigned, and shall generally include but not be limited to the provision of asphalt skin patching; crack sealing; pavement repairs; fog/slurry sealing; grinding; concrete removals and installations (curb, gutter, sidewalk, cross-gutter, access ramp, and driveway); curb painting; striping; ditch maintenance; culvert maintenance; sign maintenance; pothole repair; and miscellaneous emergency responses as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Including authorized extra services (pursuant to Section 4), the total compensation payable to Service Provider by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$80,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

For specified tasks at applicable full day rate or half day rate set forth in EXHIBIT B. All other services shall be compensated hourly at the hourly rates and with reimbursement to Service Provider for those expenses set forth in Service Provider's Schedule of Fees

marked Exhibit "B," attached and incorporated herein. Equipment identified in EXHIBIT B shall be compensated at the rate identified in EXHIBIT B. All other equipment shall be compensated at a rate of cost plus ten percent (10%).

(b) Payment. Service Provider shall provide City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

4. EXTRA SERVICES

City shall pay Service Provider for those City authorized extra services, not reasonably included within the services described in Section 2, such amounts as mutually agreed to in advance. Unless City and Service Provider have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by Service Provider shall be accomplished under the general direction of, and coordinated with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Robert Morgenstern, Public Works and Maintenance Manager.

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2009, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Service Provider shall not commence work on the services to be performed until (i) Service Provider furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when

requested by City. City agrees to hold Service Provider harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Service Provider is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

The following portions of the work will be subcontracted out to other parties by Service Provider: Crack Sealing and Grinding.

This agreement is not assignable by Service Provider without City's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. Service Provider holds City, its elected officials, officers, agents, and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Service Provider, to Service Provider's employees, to Service Provider's contractors or subcontractors, or to the owners of Service Provider's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Service Provider is on City property, or which are connected, directly or indirectly, with Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Service Provider shall investigate, defend, and indemnify City, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, or the willful misconduct of Service Provider or any of Service Provider's officers, agents, employees, representatives, subService Providers, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 10.

10. INSURANCE

Service Provider shall, at its own cost, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage “occurrence” form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider’s commercial general liability policy.
- c) Workers’ Compensation insurance complying with California worker’s compensation laws, including statutory limits for workers’ compensation and an Employer’s Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) City, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Coverage will not be limited to City’s vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers’ compensation and employer’s liability policies) shall provide that coverage shall not be suspended, voided,

canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.
- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

11. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, Service Provider shall correct, at its expense, all errors in the work which may be disclosed during City's review of Service Provider's report or plans. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Service Provider or withheld from any funds due to

Service Provider hereunder.

13. TERMINATION BY CITY

City, by notifying Service Provider in writing, may upon 3 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no notice period need be given. In the event of termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider unless termination is for cause. In such event, Service Provider shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Service Provider for anything done, furnished, or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Service Provider, its employees, subcontractors, agents and Service Providers.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, Service Provider shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Service Provider will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in

writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

21. TAXPAYER IDENTIFICATION NUMBER

Service Provider shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to Service Provider for current services are within the

current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Service Provider services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Service Provider. City Manager is delegated authority execute written consent to modifications to terms of this Agreement except to the not to exceed amount. Any increase to the not to exceed amount shall only authorized by the City Council.

24. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes City Manager or any authorized representative acting on behalf of City.

25. PERMITS AND LICENSES

Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

26. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

27. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Dan Singer, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Dan Donovan, President
Elevation General Engineering Contractors, Inc.
2333 "A" Street
Santa Maria, CA 93455

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

SERVICE PROVIDER

(Authorized Officer)

SERVICE PROVIDER

(Authorized Officer)

CITY OF GOLETA

Daniel Singer
City Manager

ATTEST:

Deborah Constantino, City Clerk

APPROVED AS TO FORM:

Tim W. Giles, City Attorney

EXHIBIT A

Scope of Work

Scope of Work - Annual Street Maintenance Services

Service Provider shall be available to provide Street Maintenance Services as set forth herein. City will assign street maintenance service requests based on availability and cost of Service Providers. Service Provider is not guaranteed with any assignments under this agreement.

As City determines that street maintenance assignments are needed, City will issue a written assignment specifying the location and work to be performed. Service Provider shall provide all necessary resources and shall assure that the work is performed in a workman like fashion consistent with all applicable industry standards. Any equipment supplied by Service Provider not identified in the compensation rates in Exhibit B shall be provided at a rate of cost plus 10%.

The activities may include the following activities:

ANNUAL STREET MAINTENANCE SERVICES - ROUTINE STREET MAINTENANCE SERVICES BY ACTIVITY

ACTIVITY: SKIN PATCHING

ACTIVITY DESCRIPTION: Repair and replacement of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Clean, remove loose material and prepare area to be patched.
3. Square edges as appropriate and apply tack coat (SSIH).
4. Place and compact AC as necessary.
5. Clean up excess AC.
6. Remove Traffic Control Devices.

ACTIVITY: CRACK SEALING

ACTIVITY DESCRIPTION: Crack sealing of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Route, clean and prepare cracks.
3. Remove loose material and vegetation

4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: FOG SEAL/SLURRY SEAL

ACTIVITY DESCRIPTION: Fog Seal or Slurry Seal of asphalt surfaces to extend the available use of the pavement in lieu of overlay.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Street sweep to remove debris from street.
3. Seal with Fog or Slurry.
4. Seal with crack sealant
5. Remove Traffic Control Devices.

ACTIVITY: REMOVE AND REPLACE PAVEMENT (deep-lift AC repair)

ACTIVITY DESCRIPTION: Full depth removal and replacement of pavement areas due to various failures to restore a level surface, including replacement of existing roadway markings.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove broken or deteriorated material.
3. Square edges.
4. Repair or replace compact base.
5. Tack edges.
6. Place asphalt and final layer even with adjoining pavement.
7. Clean up area.
8. Remove Traffic Control Devices.

ACTIVITY: GRINDING

ACTIVITY DESCRIPTION: Grinding asphalt concrete or portland cement concrete pavement and roadway surfaces to eliminate trip hazards, in conformance with the California Storm Water Best Management Practices for grinding surfaces.

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Block storm drains.
3. Grind with abrasive grinding equipment utilizing diamond cutting blades.

4. Use a collection system to contain and collect all discharge water and dust.
5. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB, GUTTER, SIDEWALK, CROSS-GUTTER, ACCESS RAMP, DRIVEWAY INSTALLATIONS

ACTIVITY DESCRIPTION: Temporary repairs to eliminate trip hazards with AC patches and ramping, or remove and replace for permanent repairs with concrete.

The work includes minor grading, clearing & grubbing, conforming, construction of concrete flat work, curbs, access ramps, driveways, gutters, spandrels, and drains (including existing curb drains)

WORK INCLUDES:

1. Set-up Traffic Control Devices, including pedestrian detour(s).
2. Minor grading.
3. Clearing and grubbing.
4. Set forms as needed.
5. Concrete flat work.
6. Remove Traffic Control Devices, including pedestrian detour(s).

ACTIVITY: CURB PAINTING AND MISCELLANEOUS STRIPING

ACTIVITY DESCRIPTION: Paint curbs and asphalt surfaces to designate or identify restricted parking areas, driving lanes, highlight specific sections of curb such as bull noses, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Mark out locations to be painted
3. Clean and prepare surface/place paint shields.
4. Paint with either hand roller or with airless spray gun.
5. Set cones until dry.
6. Clean up
7. Remove Traffic Control Devices.

ACTIVITY: DITCH CLEARING AND GRUBBING

ACTIVITY DESCRIPTION: Roadside ditch clean out includes removal of debris to ensure property drainage.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Establish grade for proper drainage.
3. Remove/move material for drainage purposes.
4. Remove debris from culvert ends.
5. Clean up.
6. Remove Traffic Control Devices.
7. Log total amount of debris removed.

ACTIVITY: CULVERT MAINTENANCE

ACTIVITY DESCRIPTION: Special projects or tasks not covered by other storm drain activities.

ACTIVITY: TRAFFIC CONTROL SIGN KNOCK-DOWN REPAIR

ACTIVITY DESCRIPTION: The repair and replacement of regulatory and warning traffic signs and non-regulatory street signs and posts.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Make repairs or perform maintenance.
3. Inspect to ensure property placement as per City/State standards.
4. Remove Traffic Control Devices.
5. Log activity as to what was done and where.

ACTIVITY: POTHOLE REPAIRS

ACTIVITY DESCRIPTION: Patching and repairing of potholes to temporarily repair small failures in the pavement and to eliminate potential surface hazards.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove any loose debris or failed material and dry pothole.
3. Square edges, as possible.
4. Apply tack coat (SSIH)/CRF.
5. Distribute AC and compact.
6. Clean up excess AC.
7. Remove Traffic Control Devices.

ACTIVITY: REMOVAL OF DEBRIS WITHIN THE TRAVEL LANES

ACTIVITY DESCRIPTION: Pick up and disposal of a variety of items that may fall off vehicles onto street during transit. Items may include but not be limited to chair, sofa cushions, lumber, fallen materials, car parts, etc.

WORK INCLUDES:

1. Set-up Traffic Control Devices.
2. Remove debris from travel lane.
3. Remove Traffic Control Devices.
4. Dispose of debris.
5. Log total amount of debris removed.

Traffic Control shall be per the current Manual on Uniform Traffic Control Devices (MUTCD) at all times as necessary.

EXHIBIT B

Compensation

APPENDIX A

ANNUAL STREET MAINTENANCE SERVICES – Submittal Requirements

**City of Goleta: Rate Sheet 08-09
Routine Street Maintenance Services**

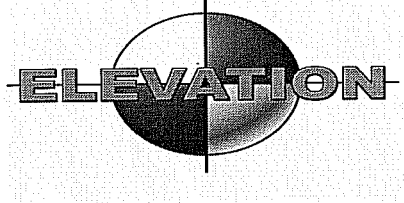
Item #	Activity	Crew Size	1/2 Day Rate	Full Day Rate
1	Asphalt Skin Patch	5	\$ 2000 -	\$ 3220 -
2	Asphalt Removal & Replacement	5	\$ 2000 -	\$ 3220 -
3	Crack Sealing (Rubberized Hot Mix)	3	\$ 1500 -	\$ 3000 -
4	Asphalt Pavement Inlay	7	\$ 2700 -	\$ 5000 -
5	Patch Potholes	6	\$ 2400 -	\$ 4500 -
6	Ditch Clearing and Grubbing	6	\$ 2400 -	\$ 4500 -
7	Culvert Maintenance	3	\$ 1500 -	\$ 2500 -
8	Graffiti Removal	3	\$ 1500 -	\$ 2500 -
9	Maintain Signs & Posts Maintenance	3	\$ 1500 -	\$ 2500 -
10	Temporary Concrete Repairs	6	\$ 2400 -	\$ 4500 -
11	Steel Guardrail & Fence Repairs	6	\$ 2400 -	\$ 4500 -
12	Unscheduled Traffic Control	3	\$ 1500 -	\$ 3600 -

Note: Traffic control costs for each bid item are to be included in the specific bid item. No separate bid item is required.

Basis of the bid is the qualifications, experience and cost of the recommended activities and the force account services for extra work.

Proposal is subject to the following:

A.	Worker and crew hourly rates shall prevail in determining progress payments.
B.	The City makes no guarantee or assurances as to the number of hours (during any time period) this contract will entail.
C.	The hourly rates shall include small tools, barricades, cellular phones, pagers, two-way radios, shovels, rakes, brooms and similar equipment sufficient to perform the described work.
D.	The City shall not incur any labor or equipment charges that occur outside the City.
E.	The Contractor will supply materials on a "cost plus" basis. As indicated the mark-up to be applied to the cost of materials is 10% maximum.



Elevation General Engineering Contractors, Inc.
 2333 A Street
 Santa Maria, CA 93455
 Phone: (805) 922-4366 / Fax: (805) 739-1631

LABOR

(two hour minimum for all labor)

<u>Craft</u>	<u>Rate Per Hour</u>
Cement Mason	\$ 71.62
Laborer (Group 1)	\$ 61.81
Laborer (Group 2)	\$ 62.64
Laborer (Group 3)	\$ 63.49
Laborer (Group 4)	\$ 65.86
Operator (Group 2)	\$ 80.61
Operator (Group 4)	\$ 83.32
Operator (Group 6)	\$ 83.67
Operator (Group 8)	\$ 83.83
Operator (Group 10)	\$ 84.02

NON OPERATED EQUIPMENT RATES

(4-hour minimum for all equipment-all rates are per hour unless specified otherwise)

BACKHOES

CAT OR EQUAL

416	51.54
420	52.02
426	58.27
436	50.00

COMPACTORS

CAT OR EQUAL

214	38.80
224	37.17
323	59.28
433	79.18
553	104.52
563	111.85
634	114.22

DOZERS

CAT OR EQUAL

D4	54.34
D5	73.02
D6	116.58
D7	147.36
D8	209.53
D9	274.54
D10	388.29

EXCAVATORS

CAT OR EQUAL

312	56.65
320	103.87
330	178.47
350	224.82

GRADERS

CAT OR EQUAL

12	95.56
140	102.14
14	144.86

LOADERS

CAT OR EQUAL

928	86.84
936	105.38
950	126.96
966	170.16
980	214.24
988	270.84

PAVERS

CAT OR EQUAL

AP-800	129.30
AP-1050	204.04
AP-1055	249.00

ROLLERS

3 to 5 Ton	35.50
4 to 6 Ton	37.23
5 to 8 Ton	42.61
8 to 10 Ton	43.63
10 to 14 Ton	45.06

SCRAPERS

CAT OR EQUAL

613	102.93
615	154.95
621	177.66
623	234.67
627	259.56
631	283.05
633	265.51
637	368.12
651	394.68
657	602.76

SKIP & DRAGS**JOHN DEERE OR EQUAL**
210LE

53.76

SMALL TOOLS

24" Chain Saw	75.00/day
4000 to 6000 W Generator	100.00/day
60 lb Jackhammer	50.00/day
90 lb Jackhammer	90.00/day
180 Air Compressor	36.25/hr

TRUCKS

¾ Ton & Lighter	21.49
1 Ton Truck	26.90

TRUCKS-OFF HIGHWAY

VOLVO	
25 to 29 Ton	111.58
30 to 34 Ton	127.44
35 to 40 Ton	173.34

b.