

AGREEMENT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "City," and Petrochem Materials Innovation (PMI), LLC, herein referred to as, "Contractor."

W I T N E S S E T H:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services to supply and install Type II Rubberized Emulsion Aggregate Slurry (REAS) delivered from an approved Central Plant for the Pavement Management Program first part of Phase II programmed streets, including traffic control and striping, thermoplastic stop bars, legends and crosswalks in accordance with Attachments A thru H, in the City of Cathedral City, California.

2. Contractor shall comply with all Federal, State, County, and Cathedral City Municipal Code, which are, as amended from time to time, incorporated herein by reference.

3. All work shall be done in a manner satisfactory to the City Engineer.

4. Contractor shall commence work after the execution of this agreement and purchase order and agrees to have all work completed within the specified **7 working days**.

5. In consideration of said work, City agrees to pay Contractor such sums as shall be approved by the City Engineer at lump sums and/or unit prices stated in the Contractor's proposal, attached hereto, in the amount of **Three Hundred Twenty-Seven Thousand, Four Hundred Seventy Dollars and 20/100 (\$327,470.20)**. All payments shall be subject to approval by the City Engineer.

6. The Contractor shall not knowingly pay less than the higher of the Federal minimum wage rate or the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Twenty-Five Dollars (\$25.00) for each calendar day, or fraction thereof, for such workman paid by him or by any subcontractor under him in violation of this provision (Sections 1770-1777, Labor Code of California).

7. Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council, and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any product purchased herein; or any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public).

8. Except as otherwise required, Contractor shall concurrently with the execution of this contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts on Attachment B. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City and the County of Riverside as additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.

9. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

10. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$500.00 liquidated damages for each such breach committed under this contract.

11. This Contract shall not be assignable by Contractor without the written consent of City.

12. Contractor shall notify the City Engineer (in writing) forthwith when the Contract is deemed completed.

13. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.

14. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the above work.

15. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

16. The Contractor shall maintain and preserve all such records for a period of at least four years after termination of the contract.

17. The Contractor shall maintain all such records in the City of Cathedral City. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

18. The further terms, conditions, and covenants of the Contract are set forth in Attachments A thru H, each of which is by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"

**CITY OF CATHEDRAL CITY,
a California municipal corporation**

By: _____
Charles P. McClendon, City Manager

Dated: _____

ATTEST:

Gary F. Howell, City Clerk

Dated: _____

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

Dated: _____

"CONTRACTOR"

Dated: _____

By: _____

Name: Michael V. Burris

Title: Chief Executive Officer (CEO)

Dated: _____

By: _____

Name: Frank B. Hoffman

Title: Chief Financial Officer (CFO)

"CONTRACTOR"

(If corporation, affix seal)

ATTACHMENT A

WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature

Title

Date

ATTACHMENT B

LIABILITY AND INSURANCE REQUIREMENTS

1.0 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and assume the defense of the City of Cathedral City (City), its elected officials, officers, agents, employees, commission members and representatives, from all damages, costs, or expenses in law or equity that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

The City does not, and shall not, waive any rights that it may have against Contractor, any of the Contractor's employees, or any of its subcontractors under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Contract. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described herein. The City shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.0 INSURANCE REQUIREMENTS

2.1 General

The Contractor shall provide evidence of all the insurance required by Paragraph 1340-2.0, INSURANCE REQUIREMENTS, and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

2.2 Commercial General Liability Policy

The Contractor shall maintain during the life of the Contract, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Four Million Dollar (\$4,000,000) annual project aggregate, for all of the following:

- a. Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- b. Completed Operations/Products, including X, C, and U Coverage.
- c. Independent Contractors.

- d. Blanket Contractual.
- e. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.3 **Commercial Business Auto Policy**

The Contractor shall maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverage:

- a. Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.
- b. Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy shall have said coverage provided for under the Commercial General Liability Policy.
- c. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.4 **Workers' Compensation Insurance**

The Contractor shall maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

2.5 **Endorsements**

All of the following endorsements are required to be made a part of the policies described in this Section hereof:

- a. "The City, City employees and officers, the City Engineer, its consultants, elected officials, agents are hereby added as additional insured insofar as Work done under this Contract is concerned."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance, including self-insured retention, the City may possess, and any other insurance the City does possess shall be considered excess insurance only."
- c. "This insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."
- d. "Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

John A. Corella, P.E., City Engineer
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

2.6 **Change in Terms**

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the above stated location, identified in Section 2.5, Endorsements. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified here.

ATTACHMENT C
PMI CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

PETRMAN-01

BPERRY

DATE (MM/DD/YYYY)

11/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 New York-Alliant Ins Svc Inc 320 West 57th St New York, NY 10019	CONTACT NAME: James Mallon	
	PHONE (A/C, No, Ext): (212) 603-0200	FAX (A/C, No):
INSURED Petrochem Materials Innovation, LLC 6168 Innovation Way Carlsbad, CA 92009	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Navigators Specialty Insurance Company	
	INSURER B: Insurance Company of the West	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	NY15NP30A7ZM8NC	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	NY15NP30A7ZM8NC	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$
						aggregate \$ 5,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WSD5026391	05/01/2015	05/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as respects General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ATTACHMENT D
CATHEDRAL CITY COST ESTIMATE

Vincent Lopez

Community Development Specialist
Engineering Division

Quote 2016-45

City of Cathedral City Summary of Estimated Charges

Purchased of the Central Mix Type II \$193,453.20

78,000 Gallons x \$2.01/gallon = \$156,780.00
+ Sales Tax 9% = \$ 14,110.20

Freight: (\$3/Mile – 230mile roundtrip)\$690/per load 30Loads = \$20,700.00
+ Sales Tax 9% = \$1,863.00

Equipment Rental \$138,117.00

2 Application Truck \$4,032/day	5 Days = \$20,160.00
3 Service Haul Truck \$800/day	5 Days = \$ 3,000.00
1 Slurry Box \$250/day	5 Days = \$ 1,250.00
1 Slurry Pump \$500/day	5 Days = \$ 2,500.00
1 Jobsite Storage Tank \$1000/day	5 Days = \$ 5,000.00
30 Tanker Trailers \$200/day	5 Days = \$ 6,000.00

Drivers(2) + Pumper(1)\$95/hour/person(8hrs/day)	5 Days = \$11,400.00
Crew/Labor(4) = 1 Operator + 3 Squeegee	5 Days = \$15,200.00
Per Diem (\$150per person/perday)(10people)	5 Days = \$ 7,500.00
Post and Notified (2men 8hrs/day)	5 Days = \$ 7,600.00
Cover Manholes (2men 8hrs/day)	5 Days = \$ 7,600.00
Door Hangers	1 Each = \$ 400.00
Traffic Control	7 Days= \$ 7,000.00
Water Truck \$500/day	7 Days= \$ 3,500.00
Sweeping (subcontractor) \$185/hours 8hrs/day	7 Day = \$10,360.00
Striper (subcontractor)	= \$25,647.00

Total Estimated Charges (Included Sales Tax) \$327,470.20

*Prices Includes: Type II Central Mix REAS, Transportation of Material, Traffic Control, posting and notifying, sweeping, equipment and labor for application of a minimum of 16,000 gallons per day.

Prices Excluded: Removal of striping/RPM's markings, and any required prep work on the asphalt surface.

The foregoing quotation is subject to all the Terms and conditions set forth in PMI's Master Terms and Conditions and the application for open business credit agreement entered into by and between Petrochem Materials Innovation, LLC. and customer. If terms and conditions are not attached, please call our office.

Name: Vicki Nguyen

Date: 9/22/16

ATTACHMENT E

PMI'S REPRESENTATIONS AND WARRANTIES

PMI hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Effective Date:

- a. PMI has the full right, power and authority to enter into this Agreement and to sell Central Mix and rent the Equipment to the City, and to take all actions required of PMI by the terms of this Agreement.
- b. All the documents executed by PMI pursuant to this Agreement will be duly authorized, executed and delivered by PMI and will be legal, valid and binding obligations of PMI enforceable against PMI in accordance with their respective terms, and will not violate any provisions of any agreement to which PMI is a party or to which it is subject.
- c. PMI has manufactured the Central Mix and has centrally mixed the Central Mix in accordance with Sections 203-5.5 and 203-5.5 .3, respectively, of the Greenbook.
- d. PMI has good and marketable title to the Type II Central Mix, which is to be sold and transferred to the City free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind and nature whatsoever.
- e. The Central Mix and Equipment are free from all defects and are of good quality and fit for the purposes and uses intended herein.
- f. PMI possesses the ability to deliver approximately **78,000** gallons of Type II Central Mix daily to Cathedral City, California, during the term of this Agreement.
- g. The Equipment has been maintained in substantial accordance with the specifications of the Equipment manufacturers, or has otherwise been maintained in a manner to enable PMI to complete the Project.
- h. PMI has inspected the Equipment and the Equipment is or will be in good and operable condition as of **November 1, 2016**, sufficient to enable PMI to complete the Project on a timely basis.

PRODUCT AND DELIVERY WARRANTIES

a. PMI hereby warrants that the Type II Central Mix product (sometimes hereinafter, "Product") will not Fail (as defined hereinafter) for five (5) years from the date of application (hereinafter, "Useful Life"), provided all persons involved in the installation of the Product substantially follow the guidelines, instructions, recommendations and best practices published and/or provided by PMI. The City hereby grants PMI and its representatives, in consultation with the City's inspector, the right to inspect, observe, monitor, provide instructions and recommend corrective actions to the City and any person installing the Product on all applications of the Product, including, without limitation, compliance with the guidelines and best practices for the application of the Product. The granting of this right to PMI and its representatives does not impose any additional duty on PMI or its representatives in addition to those duties outlined in this Agreement.

b. Should the Product Fail, PMI shall, at its election, and within thirty (30) days after determination of Failure, either repair or pay for the material cost of the Product to repair those areas of the Product covered by this warranty that Fail during its Useful Life, as well as for labor and other incidental costs (hereinafter, "Labor and Incidental Costs"), including, but not limited to, any affected striping, markings, and reflective pavement markers; provided, however, that such Failure shall occur within one (1) year from the date of Product application. For any Failure that occurs thereafter but during the Useful Life, PMI shall only be responsible for the repair or payment for the material cost of the Product, which shall also occur within thirty (30) days after determination of Product Failure. For purposes of this Agreement, whether the Product has Failed must be evaluated using the Slurry Seal Survey Procedures set forth in Exhibit "D" ("SSSP"), attached hereto and incorporated herein by this reference. The term "Fail," "Fails," "Failure" or "Failed" shall mean that, prior to the expiration of the Useful Life, more than ten percent (10%) of the native asphalt for any street segment (as defined in Exhibit "D") becomes uncovered (i.e., no longer covered by the Product), and such uncovering does not arise out of conditions outside of PMI's control, including, but not limited to, subgrade conditions, improper subbase and/or compaction, cracks, earthquakes, over watering, frequent sprinkler overspray, standing or ponding water, heavy truck or equipment traffic, corrosive or acid materials that may leak or spill on the Product, or a Force Majeure event, as defined below.

c. Provided PMI and the City mutually agree, either Steve Marvin, of LaBelle Marvin, or Steve Escobar, of Asphalt Pavement and Recycling Technology, shall make the exclusive determination of whether the Product "Failed" during its Useful Life and, if so, identify the areas and the square footage of Failure that "Failed." If PMI elects not to perform the repair itself, then PMI shall pay one hundred percent (100%) of the Product material cost for the percentage of "Failed" square footage, and for any related Labor and Incidental Costs to the extent there may be any Labor and Incidental Costs during the first year of the Product's Useful Life. If Steve Marvin or Steve Escobar are unavailable to make the determination of whether the Product "Failed," an independent engineer approved by both the City and PMI with qualifications and experience as extensive as Steve Marvin's or Steve Escobar's shall be used. This warranty only applies to the Project that is the subject of this Agreement and no other location. If the evaluator concludes the Product Failed, PMI will bear the cost of the evaluation. If the evaluator concludes the Product did not Fail, the City will bear the cost of the evaluation.

d. This warranty shall be ineffective unless the City provides PMI written notice of any problems, defects or perceived Failures of the Product within thirty (30) days of the City's discovery of the problem, defect or perceived Failure. PMI shall be given the opportunity to inspect, investigate, test, repair and remediate any alleged problems, defects or failures in connection with the Product prior to any repair by the City, and, repair without notice shall void and waive this warranty. Inspection, investigation, testing, repair and remediation by PMI shall not operate as an admission of liability by PMI.

e. Subject to Sections 21b and 21f hereof, regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall PMI be liable to City for any special, consequential, incidental, exemplary, punitive, indirect or similar damages, including loss of profits, loss of use, or personal injury, in connection with any Failed Product, even if PMI has been advised of the possibility of such damages.

f. Notwithstanding anything else to the contrary herein, in the event PMI should fail to deliver the entirety of any per diem amount of Type II Central Mix as required by the City in accordance with Section 2 of this Agreement, or, in the event of a delay due to any portion of the Type II Central Mix being deemed by the City to be unusable for the timely completion of the Project through sample testing or otherwise, PMI shall be responsible and shall immediately pay for any and all direct or indirect damages of whatever character, nature or kind, in connection therewith, in accordance with the method of calculation of damages from delays set forth in Section 25 of the General Provisions, which is expressly incorporated herein by this reference with the same force and effect as though set forth at length herein, and which provisions are part of the City's contract with Contractor for the Project; provided, however, that PMI shall not be held responsible for delays if such delays are as a result of any Act of God (hereinafter, "Force Majeure"), which includes fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. In the event of any delay, PMI shall immediately notify the City in writing of the delay and the estimated extent of the delay, and the cause of the delay. The term of this Agreement, including the Rental Term, may be extended by the City in the City's sole discretion in the event of a Force Majeure delay but in no event shall PMI be considered in breach of this Agreement or any warranty as a result of any such Force Majeure delay.

ATTACHMENT F
PMI MASTER TERMS AND CONDITIONS

Master Terms and Conditions

1. **Binding Agreement.** The following terms and conditions constitute a binding agreement ("Agreement") effective as of July 1, 2015 ("Effective Date") by and between Petrochem Materials Innovation, LLC, a California limited liability company ("Company") and the undersigned customer ("Customer") and govern all goods sold and all Equipment (as defined hereinafter) rented, leased or provided by Company to Customer and shall be deemed to be incorporated in all invoices, purchase orders, price quotations and shipping confirmations. Company and Customer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." For purposes of this Agreement the term "Equipment" shall mean all trucks, trailers, tractors, pumpers, tankers, tanks, mixers, vehicles and tools. Nothing contained in any purchase order, memoranda or other writing submitted by Customer to Company shall modify, amend or supersede this Agreement or any portion thereof. Customer's submission of any provisions that are inconsistent, in conflict with or create any ambiguity with this Agreement or any portion thereof are rejected. Company's failure to object to any different terms or conditions shall not constitute acceptance or approval by Company.

2. **Quotations and Pricing.** All price quotations provided by Company to Customer shall only be valid for the duration and project specified in the written quotation provided by Company. Company reserves the right in its sole and absolute discretion to decline to quote or sell to Customer. Company shall not be liable for any refusal to quote Customer or rejection of any offer to purchase by Customer. Any request for quotation by Customer shall constitute a representation that Customer is solvent. All requests for quotation shall specify the name and address of the project where the goods and Equipment will be used, name and address of the original contractor, name and address of the public agency and any other information reasonably requested by Company to enable Company to serve a Preliminary Notice or Stop Notice pursuant to the California Civil Code. Company's issuance of a quotation to Customer shall not obligate Company to provide any future quotations to Customer. Company reserves the right to require Customer to adhere to quality control measures imposed by Company in its sole and absolute discretion as a condition of accepting any offer to purchase by Customer and/or delivering goods and/or renting Equipment to the Customer. The parties agree that the foregoing provision is reasonable based on the need to maintain the quality of the goods, their application, the reputation of the brand and to maintain public safety. Customer shall be free to resell the goods purchased from Company at any price selected by Customer. The Equipment identified in any price quotation is subject to availability. Unless expressly provided in any price quotation, the prices in the quotation do not include an operator(s). The prices set forth in any price quotation will be charged from the time the Equipment leaves Company's facility until it is returned, without proration for partial days and without regard as to whether the Equipment is actually used unless specifically provided otherwise in the applicable price quotation.

3. Delivery and Risk of Loss.

a. If the Company delivers the goods, delivery shall take place and all risk of loss shall pass when Company delivers the goods to the project and they pass the last flange on Company's truck or trailer. If the Customer or its representative pick up the goods, delivery and all risk of loss shall pass when the goods pass the last flange on Company's piping at Company's plant. Company shall have the right to allocate goods to its customers pro rata in the event the Company experiences a shortage of goods. All claims for defective goods shall be made within ten (10) calendar days of delivery. Failure to make a claim within that time shall operate as unequivocal acceptance and waiver of all claims.

b. Delivery of the Equipment from Company to Customer shall take place when the Equipment leaves the gate at Company's South Gate or El Cajon facilities, as applicable, and shall not be deemed to be returned until the Equipment is delivered back inside of the gate at Company's South Gate or El Cajon facilities, as applicable, in the same condition as when the Equipment left, ordinary wear and tear excepted. Customer shall be responsible for all risk of loss, damages and liability from the point in time that the Equipment leased or rented by Company to Customer leaves the gate at Company's facility until it is returned back inside the gate at Company's facility. Customer shall be solely responsible for the loss of any materials transported or mixed in the Equipment leased or rented by Company to Customer after the Equipment leaves Company's facility and before it is returned to Company's facility including, but not limited to, any loss of materials which solidify, break, or become stuck as a result of the failure of the Customer to follow the operating instructions for the Equipment. Customer shall operate the Equipment in compliance with all applicable laws, ordinances and regulations. Customer shall be solely responsible for all fines and violations arising out of or relating to the Customer's use or operation of the Equipment. Customer is only obtaining the right to use the Equipment specified in the applicable price quotation and shall obtain no ownership interest in the Equipment.

4. Payment Terms. Company's standard terms of sale of goods and rental of Equipment are cash on delivery unless the Company grants credit to Customer in Company's sole and absolute discretion. All goods, applicable freight and insurance charges and Equipment rental charges will be invoiced as of the date of delivery. Company reserves the right to suspend credit, change credit terms or deny credit in its sole discretion at any time with or without notice to Customer. Company reserves the right to require from Customer adequate assurances of performance before delivery of goods or rental of Equipment. Company reserves the right to suspend performance until Company receives adequate assurances satisfactory to Company. Company shall have the right to take possession of the Equipment and/or goods if Customer fails to make timely payment within forty eight (48) hours of the time that Customer is deemed to have received written notice of failure to make payment. Payment by Customer to Company shall not be contingent upon Customer receiving payment from any third party. Customer shall pay all sales, use and excise taxes. Interest at eighteen percent (18%) per annum shall accrue on all past due payments. Customer's failure to pay invoices when due, at Company's election shall make all subsequent invoices immediately due and payable irrespective of prior negotiated terms. Company may withhold delivery or shipment of goods or rental of Equipment until Customer's account is settled in full. Customer expressly waives any liability

of Company for any refusal to deliver goods or rent Equipment for accounts in arrears. Customer authorizes Company to obtain credit information on Customer on an ongoing basis and authorizes the release of all credit information on Customer to Company.

5. Equipment.

a. Company requires that each third party user and operator of Company's Equipment be briefed on the proper use of the Equipment and acknowledge that the user understands all such requirements in writing on a form which is substantially similar to Exhibit "A" hereto. Each employee of Customer who will make use of or operate the Equipment shall sign a form that is substantially similar to Exhibit "A" hereto before Customer's employee will be permitted to make any use of or operate the Equipment.

b. The fuel level of all Equipment will be recorded when it leaves Company's facility and the Customer is responsible for returning the Equipment to Company's facility with the same amount of fuel as when it left. If the Equipment is returned with less fuel than when the Equipment left Company's facility, the Customer will be responsible for paying the cost of the fuel to bring the fuel level back to the level when it departed Company's facility.

c. Customer shall be responsible for maintaining the Equipment inside and outside in a clean manner. Customer will be charged for the cost of cleaning the Equipment if it is not returned to Company in at least as clean a condition as when it left the Company facility. No smoking is allowed in or around any of the Equipment.

d. All material valves shall be closed when transporting all Equipment. All lids and covers shall be maintained in a closed condition on all Equipment. Customer shall check for damage to all Equipment on a regular basis no less frequently than prior to departure from Company's facility and again when the Equipment is returned to Company's facility.

e. Customer shall notify Company of any operating problems or any required repairs to the Equipment so that Company can make any required repairs. An authorized representative of the Customer will be required to confirm in writing on a form substantially similar to Exhibit "B" that the Equipment (i) delivered at the start of the work day is in good operating condition free from any operating problems or required repairs, and (ii) was returned in good operating condition free from any operating problems or required repairs. The Customer is responsible for promptly notifying Company in writing of any operating problems or required repairs so that any operating problems or required repairs can be promptly handled. Company shall not be responsible for any damages or delays as a result of operating problems or required repairs if the Customer does not promptly notify Company. Customer shall be responsible for all damages to the Equipment while the Equipment is in the possession, custody or control of the Customer.

6. Insurance Requirements For Equipment Rental.

a. Coverage. Customer shall procure and maintain at its own expense comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal

injury, death, loss or damage resulting from the use or operation of the Equipment by Customer or its officers, employees, servants, volunteers, agents and independent contractors. Customer shall further procure and maintain at its own expense commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering the Equipment that names Company as the loss payee. Said policies of insurance shall have deductibles of One Thousand Dollars (\$1,000) or less.

b. Workers Compensation Insurance. Customer shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

c. Additional Named Insured. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, Company and its officers, directors, shareholders, members, managers, employees, agents, representatives and lessors are named as an additional insured.

d. Proof of Insurance Coverage; Certificates. Customer shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to Company certificates of said insurance on or before delivery or use of the Equipment by the Customer. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage unless the insurer has provided Company with thirty (30) days prior written notice of cancellation or reduction in coverage. All insurance policies required to be provided by Customer or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to Company. The insurance provisions of this Agreement shall in no way modify Customer's duty to indemnify, defend and hold Company harmless pursuant to the terms of this Agreement. Company shall have the right to terminate this Agreement immediately and take possession of the Equipment if the Customer fails at any time to provide and maintain the required insurance or certificates.

7. Trademarks and Intellectual Property. Customer shall not make any use of the Flex Seal® or other Company trademarks, service marks or symbols unless Customer has submitted such proposed use to Company and received Company's express prior written consent. Customer shall not use Company's trademarks, service marks or symbols in Customer's business name or letterhead. Company and its licensor shall be the exclusive owner of the Flex Seal® trademarks, service marks, symbols, trade secrets, confidential information, know how, copyrights and patents together with all Improvements (as defined hereinafter) to any of the foregoing and Customer shall not challenge such exclusive ownership or make any unauthorized use. For purposes of this Agreement, "Improvements" shall mean all inventions, modifications, revisions, alterations, enhancements, betterments, ideas and discoveries (whether or not patentable) conceived or reduced to practice (actually or constructively), either solely or jointly with others.

8. **Disclaimer of Warranties.** Customer shall be solely responsible for determining whether the goods and Equipment are appropriate for any project or application or whether the goods must be modified to make them suitable for any project or application. Company makes no representation or warranty that the goods or Equipment will be suitable for any particular project or application. It shall be the Customer's sole responsibility to obtain a mix design from a qualified engineer for each project or application. Company shall have no liability for any mix designs used by Customer.

COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE GOODS AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY.

COMPANY HAS NO CONTROL OVER THE MATERIAL SUPPLIERS SELECTED BY BUYER OR THE MATERIALS PURCHASED FROM THIRD PARTIES. COMPANY SHALL HAVE NO LIABILITY FOR ANY MATERIALS PURCHASED BY BUYER FROM ANY THIRD PARTIES. BUYER SHALL BE SOLELY RESPONSIBLE FOR VERIFYING THAT ALL MATERIALS OBTAINED BY BUYER FROM THIRD PARTIES ARE COMPATIBLE WITH ANY MATERIALS PURCHASED BY BUYER FROM COMPANY. BUYER SHALL BE SOLELY RESPONSIBLE FOR ADJUSTING AND CALIBRATING BUYER'S EQUIPMENT TO ACCOUNT FOR VARIATIONS IN THE MATERIALS PURCHASED BY BUYER FROM THIRD PARTIES. COMPANY SHALL NOT BE LIABLE FOR ANY CALIBRATION OR OTHER ASSISTANCE THAT MAY BE PROVIDED TO BUYER BY COMPANY.

9. **Limitation of Liability.** Company shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with this Agreement to sell goods or rent Equipment to the Customer, including damages for loss of use, lost profits, or damages paid to third parties even if Company has been advised of the possibility of such damages. Customer's exclusive remedy and Company's entire liability to Customer shall be limited to the total invoice price paid or incurred by Customer for the goods and/or Equipment that are the subject of any dispute or claim for damages. Customer shall report all alleged problems with the goods and Equipment to Company immediately. Company shall have no liability for any problems which are not reported immediately. No legal action shall be brought by Customer against the Company for any claim with respect to any goods sold or Equipment rented by Company to Customer more than one (1) year after delivery of such goods or Equipment to the Customer. It is agreed that any cause of action with respect to such goods or Equipment shall accrue as the date of delivery of such goods or Equipment.

10. **Relationship of the Parties.** Nothing in this Agreement shall restrict Company's right to sell the same or similar goods to third parties. The relationship of the Parties shall be that of purchaser and vendor and/or lessor and lesser, as applicable, and nothing contained in this

Agreement shall be construed to create a joint venture, association, agency, partnership or franchise relationship.

11. **Termination.** Either Party may terminate this Agreement on thirty (30) calendar day written notice. Any such termination shall not affect any accepted orders or the duty of Customer to make payment.

12. **Indemnification.** Customer shall indemnify, defend, and hold harmless Company and its officers, directors, shareholders, partners, members, managers, agents, employees, attorneys, successors, and permitted assigns with respect to any and all claims, demands, liabilities, judgments, awards, liens, losses, damages, or costs (including reasonable attorneys' fees and expenses) of any kind or nature arising from or in any manner related to (i) any use of the goods purchased or Equipment rented from Company; or (ii) the failure of Customer to observe or perform the covenants and agreements of Customer under this Agreement (hereinafter collectively "Claims") with the exception of Claims caused by the sole negligence of Company. Customer's duty to defend, indemnify and hold harmless the Company shall survive the termination of this Agreement for any reason.

13. **Further Assurances.** Each of the Parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with performance of its obligations hereunder to carry out the intent of the Parties hereto.

14. **Entire Agreement.** This Agreement and the documents expressly referenced herein, shall constitute the entire Agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, representations and negotiations of the Parties concerning the subject matter hereof and the terms applicable thereto.

15. **Amendment.** This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the Parties hereto.

16. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17. **Successors and Assigns.** All terms and provisions contained herein shall inure to the benefit of and shall be binding on each of the Parties hereto and their respective directors, officers, shareholders, partners, members, managers, employees, agents, heirs, representatives, successors and permitted assigns and each of them.

18. **Applicable Law.** This Agreement shall be deemed to have been entered into, and shall be construed and interpreted, in accordance with the laws of the State of California without reference to California's application of principles of conflicts of law.

19. **Severability.** In the event that any provisions hereof are deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force.
20. **Form.** As used in this Agreement, the masculine, feminine and neuter gender, and singular and plural number shall be deemed to include the other and others whenever the context so indicates. All captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement.
21. **Time is of The Essence.** Time is of the essence for this Agreement and all of the terms, provisions, covenants and conditions hereof.
22. **Parties In Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.
23. **Remedies.** In addition to any other available remedies, either Party, upon an appropriate showing, shall be entitled to equitable relief including, but not limited to, injunction and specific performance in the event of a breach or threatened breach of this Agreement. No remedy conferred by any specific provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereinafter existing at law, in equity, by statute or otherwise. The election of one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.
24. **Attorneys' Fees.** The prevailing party in any arbitration or legal action arising out of this Agreement shall be entitled to an award of its attorneys' fees, expert witness fees and costs.
25. **Nonassignability.** This Agreement may not be assigned by either Party without the express written consent of each of the Parties. For purposes of this Agreement, the prohibition on assignment shall also apply to licenses, sublicenses and subcontractors.
26. **Interpretation.** This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.
27. **Force Majeure.** Company shall not be responsible for any delays or failure to perform for any reason including, but not limited to, fire, flood, strikes, lockouts, accidents, war, terrorist acts, insurrection, Acts of God, inclement weather, delays in transportation, Equipment failure, shortage of Equipment, governmental interference or regulation, or any other reason beyond Company's reasonable control.

28. Waiver. No waiver shall be binding, unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Captions and Headings. The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

30. Notices. All notices required or permitted under this Agreement shall be in writing, shall be sent to the Party's address as set forth immediately below, shall reference this Agreement, and shall be deemed given (i) when delivered personally; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one day after deposit with a commercial overnight carrier with verification of receipt.

"Company"

Petrochem Materials Innovation, LLC
6168 Innovation Way
Carlsbad, CA 92009

"Customer"

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of any act or omission of the Party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. A Party may change its address for purposes of receiving notices by giving notice of said change of address in the manner provided for herein.

31. Arbitration. Any and all controversies, claims and disputes arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in the County of San Diego, State of California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall be an attorney admitted to practice law in the State of California with at least fifteen (15) years of business law experience. The award rendered by the arbitrator shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction thereof. The award of the arbitrator shall be in the form of findings of fact and conclusions of law and shall set forth in detail the legal and factual basis of the decision.

ATTACHMENT G
CITY OF LOS ANGELES CONTRACT 59680

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 1
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

**Overshipments will not be accepted unless authorized by requestor prior to shipment.
Terms and conditions of parent contract are binding on its Contract Purchase Orders.**

Procurement Analyst: Martha Medina
E-mail address: Martha.Medina@lacity.org

Phone Number: 213-928-9536
Fax Number: 213-928-9511

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

Payment Terms: Net 30 Days Delivery: 1 Days ARO RFQ No.:EV4672 Previous Contract: 59180

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

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

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

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

For Purchasing Agent, City of Los Angeles, California

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 2
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty
1	0.00	Premix, Rubberized Emulsion Aggregated Slurry, Type I	1	0.00	0

Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 2.38000 GLL

Premix, Rubberized Emulsion, Aggregate Slurry, Type I, all in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.

Prices reflect asphalt prices at 1/1/2016 to \$355/ton (liquid)

2	0.00	Premix, Rubberized Emulsion Aggregated Slurry, Type II	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 2.01000 GLL

Premix, Rubberized Emulsion, Aggregate Slurry, Type II, all in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.

3	0.00	Premix, Rubberized Emulsion Aggregated Slurry, Type III	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 2.01000 GLL

Premix, Rubberized Emulsion, Aggregate Slurry, Type III, all in accordance with Standard Specifications for Public Works Construction 2012 Edition, Sections 203-3.4.4 to 203- 5.54, 302-4.6.4.1 to 302-5.1 and GSD/BSS Specifications for Modified Asphalts, Pavements and Processes, as well as any changes or updates going forward.

4	0.00	Service, Regular Time Labor only (application of Central Plant Mixed Slurry)	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 95.00000 HUR

SERVICE, LABOR, PER PERSON:
Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.

Regular rate: \$ 95.00

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

City of Los Angeles, California

Contract

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

Vendor ID: 0000034616
 PETROCHEM MATERIALS INNOVATION,LLC
 5205 AVENIDA ENCINAS #K
 CARLSBAD CA 92008

Contract ID 59680		Page 3
Contract Dates 01/01/2016 to 12/31/2017		Rate Date PO Date
Description: Slurry, Premix R.E.A.S.		Contract Maximum 66,788,010.00
Allow Multicurrency PO		

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Amt
5	0.00	Service, Overtime Labor only (application of Central Plant Mixed Slurry)	1	0.00	0

Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Quantity To Date
 Contract Base Price \$ 142.00000 HUR

SERVICE, LABOR, PER PERSON:
 Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.

Overtime rate: \$ 142.50

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

6	0.00	Rental, Service/Haul Trucks (Bare)	1	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Quantity To Date
 Contract Base Price \$ 200.00000 DAY

DAILY, WEEKLY & MONTHLY RENTAL RATES: (Bare)

Daily: \$200.00

Minimum rental time: 1 Day

Number of units available: 9

7	0.00	Rental, Application Trucks (Bare).	1	0.00	0
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Price Agreement: Price Date: PO Date
 Price Quantity: Line Quantity
 Quantity Type: Quantity To Date
 Contract Base Price \$ 252.00000 HUR

APPLICATION TRUCKS: (Bare)

HOURLY RENTAL RATES: Within the City of Los Angeles, City Limits

Hourly: \$252.00

Overtime: \$252.00

Sunday/Holiday: \$252.00

Minimum rental time: 4 Hours

Number of units available: 22

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 4
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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APPLICATION TRUCKS: (Bare)

HOURLY RENTAL RATES: NOT Within the City of Los Angeles, City Limits

Hourly: \$252.00

Overtime: \$252.00

Sunday/Holiday: \$252.00

Minimum rental time: 4 Hours

Number of units available: 22

8	0.00	Job Tankers, for delivery of Premix, R.E.A.S in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.	1	0.00	0	
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 600.00000 EA

JOB TANKER:
ddelivery of Premix, R.E.A.S in trailer mounted 4,000 gallon tank to any location within the City of Los Angeles.
\$600 Per Load

9	0.00	Asphalt Binder, Heavy Traffic, Structurally Modified Binder PG 76-10, (City of Los Angeles Custom Mix).	1	0.00	0	
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 800.00000 STN

Heavy Traffic Binder: Structurally Modified Binder PG 76-10

Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.

10	0.00	Delivery, Trucking to Asphalt Plant 1 of Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).	1	0.00	0	
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 17.00000 STN

Delivery, Trucking to Asphalt Plant I of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG 10.

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 5
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty
11	0.00	Delivery, Trucking to Asphalt Plant II Asphalt Binder, Heavy Traffic, Structural Modified PG-10 (City of Los Angeles Custom Mix).	1	0.00	0

Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 19.00000 STN

Delivery, Trucking to Asphalt Plant II of Custom Blend, Heavy Traffic Asphalt Binder, Structural Modified PG 10.

12	0.00	Rental, of Job Tankers, for Delivery of Premix, R.E.A.S. not within the City of L.A., (price to include delivery fee and mileage from PMI's shipping Plant).	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 3.00000 SMI

For any location outside the City of L.A., delivery change from PMI Shipping Plant

\$3.00 per mile (\$600.00 Minimum)

13	0.00	Fine Aggregate Slurry Mix: Premixed REAS.	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 3.00000 GLL

Specifications as called in Attachment B of EV 4672, as provided by GSD Bureau of Standards.

14	0.00	Pump Rental, Specialized Slurry Pump, (pump capable of 250 gallons centralized mix slurry per minute).	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 500.00000 DAY

DAILY RENTAL RATES:

Daily: \$500.00

Minimum rental time: 1 day

Number of units available: 12

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 6
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Amt
15	0.00	Delivery, Trucking (common carrier) to Asphalt Plant I of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix).	1	0.00	0
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Quantity To Date Contract Base Price \$ 17.00000 STN					
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.					
16	0.00	Delivery, Trucking (common carrier) to Asphalt Plant II of Asphalt, Heavy Traffic Binder, (City of LA Custom Mix).	1	0.00	0
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Quantity To Date Contract Base Price \$ 19.00000 STN					
Note* Please include Proof of Delivery/Bill of Lading from common carrier trucking along with their invoice to ensure prompt payment.					
17	0.00	Plant Opening	1	0.00	0
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Quantity To Date Contract Base Price \$ 1,500.00000 EA					
Plant Opening:					
Saturday \$ 1,500					
Sunday \$ 1,500					
Holiday \$ 1,500					
18	0.00	Per Diem for Los Angeles.	1	0.00	0
Price Agreement: Price Date: PO Date Price Quantity: Line Quantity Quantity Type: Quantity To Date Contract Base Price \$ 150.00000 DAY					
19	0.00	Rental, Storage Tank Portable for Jobsite Work.	1	0.00	0

Contract

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Contract ID 59680	Page 7
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Contract Qty	Maximum Amt
20	Price Agreement:					
		Price Date:	PO Date			
		Price Quantity:	Line Quantity			
		Quantity Type:	Quantity To Date			
	Contract Base Price	\$ 1,000.00000	DAY			
	PORTABLE STORAGE TANK RENTAL:					
DAILY, RENTAL RATES:						
Daily: \$ 1,000.00						
Minimum rental time: 1 Day						
Number of units available: 5						
	0.00	Rental, Slurry Box	1	0.00	0	
21	Price Agreement:					
		Price Date:	PO Date			
		Price Quantity:	Line Quantity			
		Quantity Type:	Quantity To Date			
	Contract Base Price	\$ 250.00000	DAY			
	SLURRY BOX RENTAL:					
DAILY, RENTAL RATES:						
Daily: \$ 250.00						
Minimum rental time: 1 Day						
Number of units available: 5						
	0.00	Rental, Delivery, Tanker - Bare, each load.	1	0.00	0	
	Price Agreement:					
		Price Date:	PO Date			
		Price Quantity:	Line Quantity			
		Quantity Type:	Quantity To Date			
	Contract Base Price	\$ 250.00000	EA			
	TANKER (Bare) DELIVERY, RENTAL:					
DAILY, RENTAL RATES:						
\$ 200.00 per load						
Number of units available: 28						

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 8
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty
22	0.00	Labor, Posting and Notifying of Affected Traffic Disruptions	1	0.00	0

Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 200.00000 EA

LABOR:

Labor for work performed in accordance with the RFQ/Contract specifications and requirements attached.

Regular rate: \$95.00

Overtime rate: \$142.50

Labor rates shall be subject to change in accordance with the applicable prevailing wage, living wage, or minimum wage, and upon supplier's written notification to the Purchasing Agent.

23	0.00	Hangtag/Doorknob Notices of Affected Traffic Disruptions	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 0.30000 EA

HANG TAG NOTICES:

\$0.30 Per Hang Tag Notice \$300.00 Minimum per job

24	0.00	Traffic Control, To furnish, place/maintain traffic signage, excluding electronic, of affected areas, (NO LABOR INVOLVED).	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 1,500.00000 DAY

25	0.00	Rental, Sweeper, Mobile Units, to be used "only" should City Sweepers not show up.	1	0.00	0
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Price Agreement: Price Date: PO Date
Price Quantity: Line Quantity
Quantity Type: Quantity To Date
Contract Base Price \$ 0.01000 HUR

HOURLY RENTAL RATES:

Hourly: \$ 200.00

Overtime: \$ 300.00

Sunday/Holiday: \$ 400.00

Minimum rental time: 8 Hours

Contract

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Contract ID 59680	Page 9
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
Number of units available: 2				

City of Los Angeles, California

Contract

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

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 10
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Item Minimum Order Qty	Item Contract Maximum Amt
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SUPPLIER CONTACT:

Contact Person: Frank B. Hoffman
Title: C. F. O.

Telephone No.: 760-603-0961

Fax No.: 760-603-0962

E-Mail Address: frank@pmitechnology.com

24 Hour Contact No.: 760-271-0197

CONTRACT PURCHASE ORDERS:

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

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

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

RENEWAL OPTION:

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

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

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

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

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

ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

AUTHORIZED DISTRIBUTOR/DEALER:

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

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely

City of Los Angeles, California

Contract

City of Los Angeles Purchasing Agent

111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

Vendor ID: 0000034616
PETROCHEM MATERIALS INNOVATION,LLC
5205 AVENIDA ENCINAS #K
CARLSBAD CA 92008

Contract ID 59680	Page 11
Contract Dates 01/01/2016 to 12/31/2017	Rate Date PO Date
Description: Slurry, Premix R.E.A.S.	Contract Maximum 66,788,010.00
Allow Multicurrency PO	

Line #	Item ID	Item Desc	Item Qty	Minimum Order Amt	Contract Qty	Maximum Amt
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and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified.

This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

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

INSURANCE:

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

REPRESENTATIVE SAMPLE TESTING:

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

SALES/USE TAX PAID DIRECTLY TO STATE:

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

OTHER GOVERNMENT AGENCY PURCHASES:

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

ATTACHMENT H
MAP OF PROGRAMMED STREETS



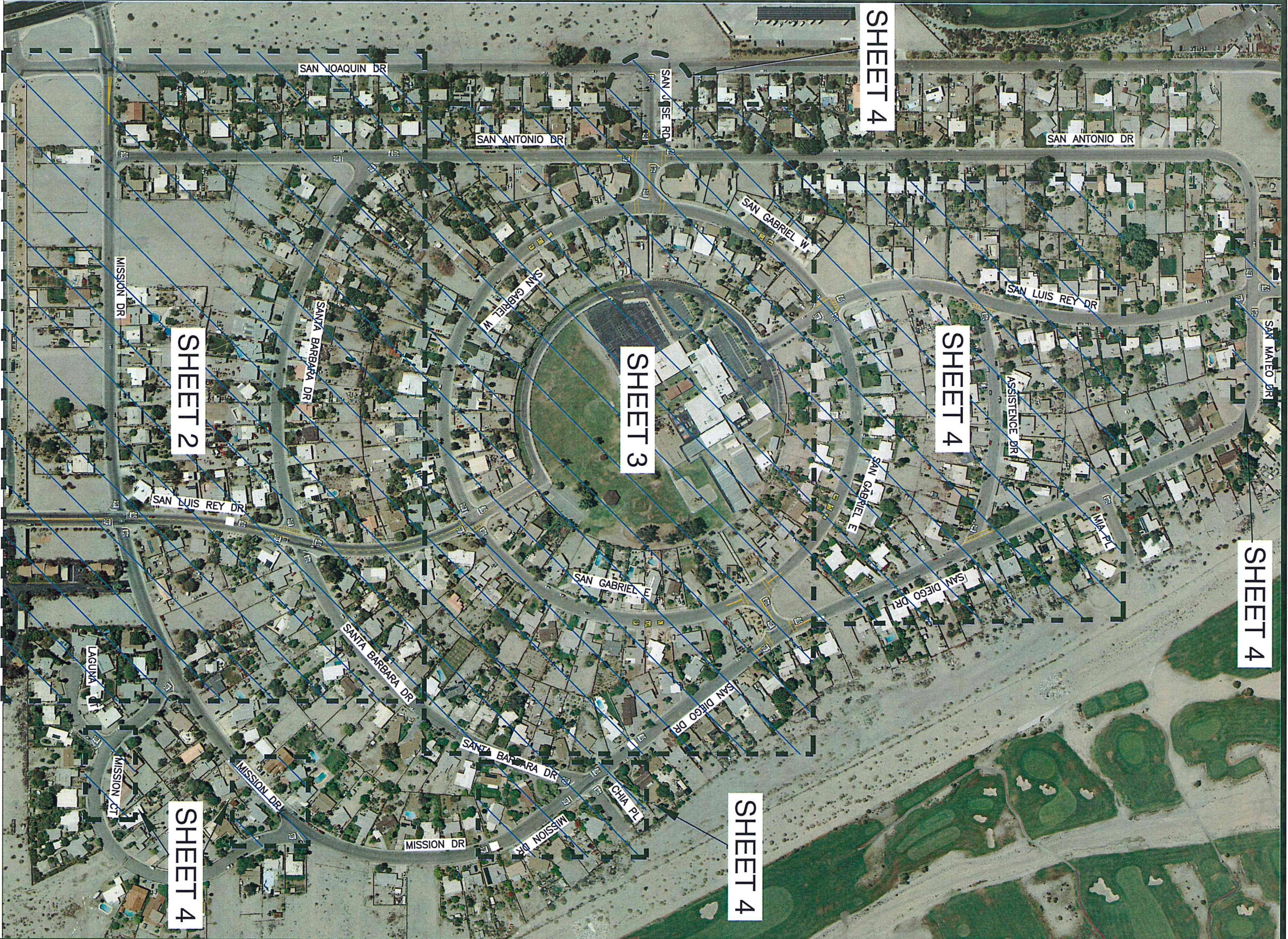
Cathedral City

City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, Ca. 92234
Ph. (760) 770-0340

AD 2004-1 DREAM HOMES

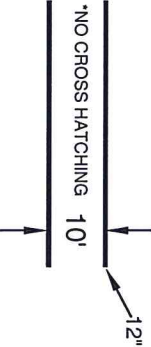
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Sheet: 1 of 1 Sheets
Drawn By: ERP
Checked By: —

ATTACHMENT I
PHASE III STRIPING PLAN

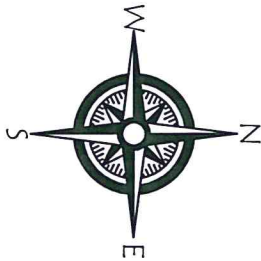


①	DOUBLE YELLOW LINE	1,036 LF
②	SOLID YELLOW LINE	287 LF
③	BROKEN YELLOW LINE	804 LF
④	STOP AHEAD XING	3 EA
⑤	SLOW SCHOOL XING	4 EA
⑥	STOP BAR & LEGEND	44 EA
⑦	CROSS WALKS	16 EA

CROSSWALK DETAIL



*ALL STRIPING TO BE PAINT



DREAM HOMES
STRIPING LEGEND



City of Cathedral City
68-700 Avenida Lolo Guerrero
Cathedral City, Ca. 92234
Ph. (760) 770-0340

Scale: N.T.S.

Date:

Sheet: 1 of 4 Sheets

Drawn By: ERP
Checked By: -



\\ed2p01\work\figues\desktop\ASSESSMENT DISTRICTS\SOFT STREETS\VD 2004-1\Dream Homes.dwg



Section 4216/4216.9 of the Government Code requires a DIG ALERT Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number Call Underground Service Alert 811 two working days before you dig

APPROVED BY:

JOHN CORELLA - CITY ENGINEER
R.C.E. 64585

DATE

RECOMMENDED BY:

DATE



Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Ph. (760) 770-0349
FAX (760) 202-1460
www.CathedralCity.gov

DREAM HOMES STRIPING LEGEND

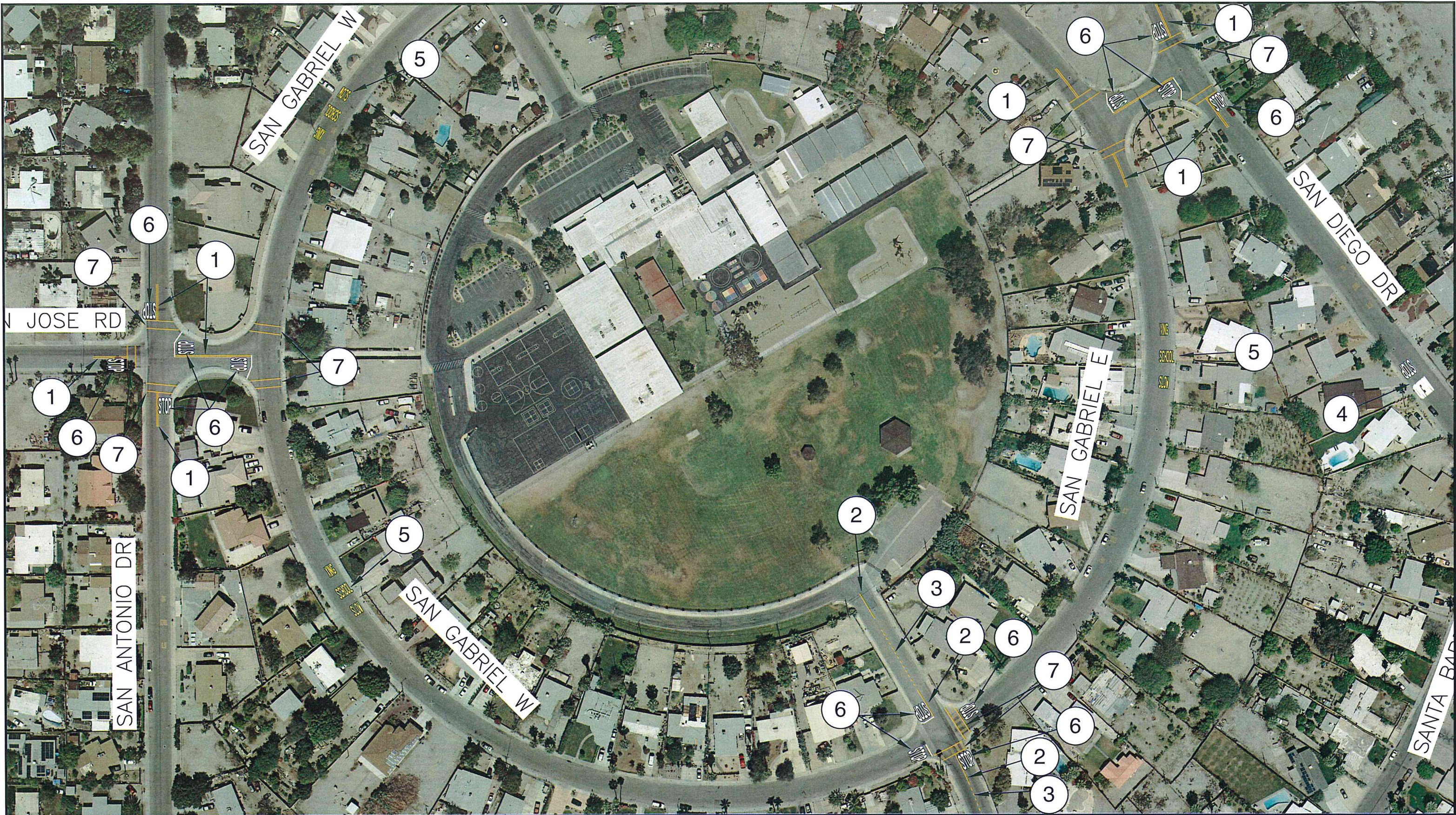
DEPARTMENT of COMMUNITY DEVELOPMENT

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Drawn By: ERP
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DREAM HOMES STRIPING LEGEND

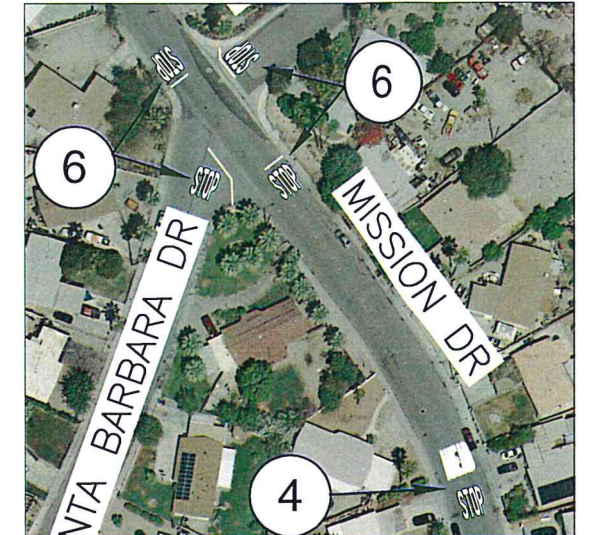
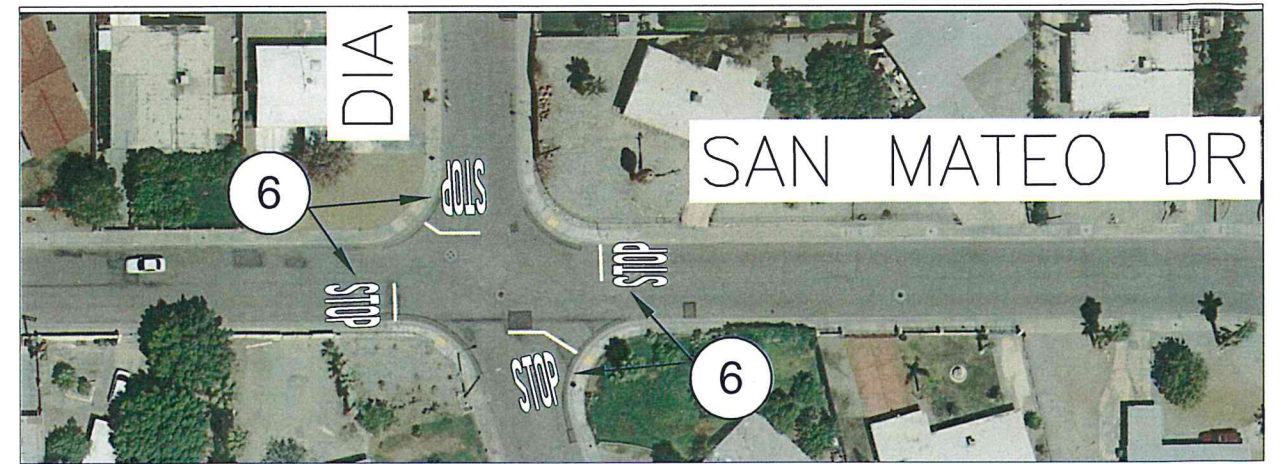
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**DREAM HOMES
STRIPING LEGEND**

DEPARTMENT of COMMUNITY DEVELOPMENT

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