

**NPG CORPORATION / GOLDSTAR ASPHALT PRODUCTS**

Post Office Box 1515, Perris, CA 92572  
 Phone: 951-940-0200 Fax: 951-940-9192  
 WWW.NPGCOMPANIES.COM

DATE OF SERVICE: \_\_\_\_\_  
 \_\_\_\_\_

**ENGAGEMENT AGREEMENT**  
**•PAVING & EQUIPMENT•**

**\*\* FORM MUST BE COMPLETED IN FULL AND FAXED BACK FOR SCHEDULING \*\***

COMPANY NAME: \_\_\_\_\_, HEREFTER CALLED "CUSTOMER"  
 BILLING ADDRESS: \_\_\_\_\_  
 PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_  
 PUBLIC WORKS/CERT PAY: YES  NO  → INITIALS REQUIRED \_\_\_\_\_ JOB # / PO #: \_\_\_\_\_

**PLEASE PROVIDE JOB INFORMATION BELOW UPON ACCEPTANCE OF ENGAGEMENT AGREEMENT**

Job Foreman: \_\_\_\_\_ Cell #: \_\_\_\_\_  
 Job Address: \_\_\_\_\_ X-Street: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_ Map Page: \_\_\_\_\_ Grid #: \_\_\_\_\_  
 Start Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ Notes: \_\_\_\_\_  
 Tonnage: \_\_\_\_\_ Rate Per Hr.: \_\_\_\_\_ Hold At: \_\_\_\_\_

TYPE	ITEM	QTY.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
PAVERS	1		Cedar Rapids 561 Track Paver	10'-21' Screed	HR	165.00
	2		Cedar Rapids 552 Paver- Rubber Tire	10'-21' Screed	HR	165.00
	3		Cedar Rapids 361 Paver- Rubber Tire	8'-16' Screed	HR	165.00
	4		Pro Pave Paver- Rubber Tire	8'-15' Screed	HR	165.00
	5		LeeBoy 5000LD Track Paver	5'-9' Screed	HR	160.00
	6		Automatics		DAY	200.00
ROLLERS	7		8-10 TN CAT -Smooth Drum Roller		DAY	475.00
	8		8-10 TN CAT RTR Roller- Rubber Tire		DAY	350.00
	9		5-8 TN Roller- Smooth Drum		DAY	400.00
	10		4-7 TN HAMM Roller		DAY	325.00
	11		3-5 CAT Vibratory Roller		DAY	300.00
	12		½ TN Roller		DAY	150.00
MILL	13		Wirtgen W150 Cold Milling (Move-In Included* See Term 5)	Needs Groundsman-Item #31	First 4 HRS \$2,400 (Minimum), \$355 Any additional hr	
	14		863 Bobcat W/18" Grinder (+ Broom, Bucket, Hammer attachment)		First 4 HRS \$1,100 (Minimum), \$150 Any additional hr	
	15		248 CAT W/18" Grinder (Broom, Bucket, Hammer attachment)		First 4 HRS \$1,100 (Minimum), \$150 Any additional hr	
HEAVY EQUIPMENT	16		Backhoe W/ 16' Extender		DAY	350.00
	17		4WD Skip Loader		DAY	250.00
	18		3 Yard Loader		DAY	350.00
	19		John Deere 770 Blade		DAY	400.00
	20		Broce Kick Broom		DAY	300.00
	21		Berm Machine	Will Need Crew Truck	DAY	350.00
TRUCKS	22		2000 Gallon Water Truck		DAY	250.00
	23		10 Wheel Dump / End Dump	Operated	HR	105.00
	24		Oil Spread Truck (2,000 gl. capacity)	First 2 HRS \$750, \$150 Any additional hr		TBD
	25		Tack Rig 200 gallon	Will Need Crew Truck	DAY	250.00
	26		Crew Truck / Tools		DAY	325.00
	27		Machine Operator (PLUS FIRE UP CHARGE 0.5 HRS AT OVERTIME RATE)		HR	68.00
OPERATOR/ LABOR	28		Screed Operator		HR	68.00
	29		Roller Operator		HR	68.00
	30		Raker		HR	63.00
	31		Groundsman - for Item# 13		HR	75.00
	32		Laborer		HR	63.00
	33		Travel Time (Operator)		HR	45.00
OTHER	34		Truck Stand By Time		HR	70.00
	35		Low Bed Service		HR	120.00
	36		Equipment Move Paver / Loader / Blade		L/S In-Out	600.00
	37		Equipment Move Roller / Kick Broom / Backhoe		L/S In-Out	350.00
	38		Arrow Board	Will Need Crew Truck	DAY	150.00
	39		SS1H Tack Material - for Item# 25		GALLON	5.00

Under the Terms & Conditions of Engagement Agreement attached to this sheet, NPG Corp/ GoldStar Asphalt Products enters into an agreement with Customer all equipment/ labor named and identified above (upon availability), for use at such location (as described above) and at such rate for approximately such time as is therein stated. NPG Corp/ GoldStar Asphalt Products shall furnish such equipment, F.O.B. NPG Corp/ GoldStar Asphalt Products and Customer, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

By Company Name "Customer": \_\_\_\_\_ Date: \_\_\_\_\_

"Customer" Authorized Signature: \_\_\_\_\_ Authorized Printed Name: \_\_\_\_\_

# TERMS & CONDITIONS

## FOR ENGAGEMENT CONFIRMATION & AGREEMENT

The conditions of this Engagement here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "Agreement or Engagement".

1) RENTAL PERIOD: The rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to NPG Corp/ GoldStar Asphalt Products and upon return of the equipment, the date of legal delivery by such carrier to NPG Corp/ GoldStar Asphalt Products.

2) RENTAL CHARGES: All equipment shall be OPERATED & MAINTAINED by NPG Corp/ GoldStar Asphalt Products. All rates are subject to change without notice. There is a 4 Hour Minimum Charge on all Equipment and Labor Rates, Operator Paid Travel Time. Rates above are straight time rates, Overtime after 8, Double-Time after 12. Saturday work billed at Overtime Rates / Sunday work billed at Double-Time Rates. Half hour FIRE-UP charge to be billed at overtime rate for machine operator. All hourly rates are to be billed in increments of two (2) after the four (4) hour minimum – example 6, 8, 10, etc. Prevailing Wage Jobs 20% markup will apply to Operator / Laborer Rates. NPG Corp/ GoldStar Asphalt Products will not accept ANY back charges for any dollar amount over the rental purchase.

3) PAYMENT: All invoices to be paid upon completion. All past due accounts will be charge a FINANCE CHARGE OF 1 1/2% which is an ANNUAL PERCENTAGE RATE OF 18% applied to the previous balance after deducting current payment and credits. If NPG Corp/ GoldStar Asphalt Products engages a collector or attorney at law to collect the purchase price or any part thereof, Customer agrees to pay all fees and expenses, including court costs incurred by NPG Corp/ GoldStar Asphalt Products in collection of said debt. In addition, Customer agrees to pay a Stop Notice and/or Mechanic's lien filing fee of \$850.00 per project.

4) PRELIMINARY NOTICES/ RELEASES: Upon acceptance of Agreement, preliminary information MUST be provided in order to dispatch equipment and labor. Releases must be requested via fax.

5) FREIGHT: Any moves outside a 50 mile radius from our location will be billed a hourly rate of \$120.00 per hour portal-to-portal on in/out basis or \$600 minimum is charged. Each date of Engagement will be charged a \$125.00 Fuel Surcharge for each piece of equipment ordered.

6) OPERATORS: Unless otherwise mutually agreed in writing, NPG Corp/ GoldStar Asphalt Products shall supply and pay all operators on the equipment during the equipment engagement period. All operators shall be competent. Should Customer furnish any operators or other workmen for the project, they shall be employees of Customer during the engagement period, and Customer shall pay them salary or wages and all other applicable costs. Customer shall provide and pay for all workmen's comp. insurance and pay all payroll taxes required by law and applying to such operators and laborers. Supervision of ALL work by Customer. Customer accepts all liability for any claims arising from worked performed as directed.

7) MILLING: Milling machine is a Wirtgen W150 Cold Milling Machine, water usage is 5000 gallons per 30-60 minutes. Water source to machine to be provided by Customer. **NO MILLING OF CONCRETE!** Dig Alert to be called by others. All damage to milling machine caused by underground utilities is Customer's responsibility. Any underground utility damage caused by grinder is Customer's responsibility. Any damage by an unmarked or buried structure or pipes, etc. will be repaired at cost and/ plus 15% billed to Customer if it is determined Customer's fault. Each charge for milling machine is \$2,100 for the first 4 hours and \$325 per hour on any hours after this minimum. Minimum charge applies per each day.

8) PAVING: Asphalt thickness is customer's responsibility. All pavers are operated per the Customer's direction/ supervision. Finished material and drainage is not the responsibility of NPG Corp/ GoldStar Asphalt Products.

9) INDEMNITY: Customer shall indemnify NPG Corp/ GoldStar Asphalt Products, and hold NPG Corp/ GoldStar Asphalt Products harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment or NPG Corp/ GoldStar Asphalt Products, including without limitation, the manufacturer, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Customer shall further indemnify NPG Corp/ GoldStar Asphalt Products, and hold NPG Corp/ GoldStar Asphalt Products harmless from all loss and damage to the equipment during the agreement period. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury: disability and death of workmen and persons caused by the operation, use, control, handling, or transportation of the equipment during the engagement period.

10) INSURANCE: Customer shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of at least One Million Dollars (\$1,000,000.00) or other reasonable amount specified by NPG Corp/ GoldStar Asphalt Products. Customer shall pay the premiums and any deductible portions therefor and deliver proof of said required coverages via a Certificate of Insurance to NPG Corp/ GoldStar Asphalt Products. NPG Corp/ GoldStar Asphalt Products shall be named as the certificate holder as additional insured on the liability portion, and as a loss payee on the equipment coverage portion. Certificate of Insurance must provide at least a 10 day notice to the certificate holder of any pending policy cancellation.

11) ENTIRE AGREEMENT: This instrument constitutes the entire agreement between NPG Corp/ GoldStar Asphalt Products and "Customer"; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

By Company Name "Customer": \_\_\_\_\_

Authorized Printed Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_