

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director

BY: Jennifer Mellon, Administrative Services Manager

DATE: November 6, 2014 (CC Meeting of 12/3/14)

SUBJECT: Consider Award of Agreement to Berry General Engineering Contractors, Inc. for Parking Lot Improvements at Various City Parks and Facilities, Consider Award of Agreement to BTC Labs – Vertical Five for Materials Engineering and Testing Services for Parking Lot Improvements at Various City Parks, and Consider Resolution Amending FY 2014/15 Budget

BACKGROUND AND DISCUSSION

The parking lots at the Civic Center, Arroyo Vista Community Park (AVCP); Country Trail Park; Miller Park; Monte Vista Park; and Poindexter Park are in need of paving refurbishment, repairs, and re-striping.

The work at AVCP includes re-striping of parking lot's A, B, C, & D, as well as repairing several grading and drainage issues at the entry locations adjacent to parking lots A and C; widening of the access road adjacent to the median island at the park entry to improve the sidewalk connection and the entrance to parking lot A in anticipation of the future bicycle path connection at this location. Prior to completing the work at parking lot A, staff intends to move the parking lot lights to the existing median island locations.

The work at the four additional parks generally consists of slurry sealing, restriping, and minor asphalt repairs. Staff included a bid option for Monte Vista Park to complete the repave with permeable asphalt to showcase sustainable construction techniques and is currently working on a master plan for Monte Vista Park that will include California native plant material, seating areas and nature trails.

The City Hall/Civic Center parking lot is also in need of repaving. However, due to the uncertainty of the timing of the future City Hall project, staff does not feel that the costs associated with a complete repave warrants the additional costs to the City at this time. The future City Hall project will include the redesign of the majority of the existing parking lot area. Staff believes that repairing certain areas due to excessive water ponding, in combination with a slurry seal, will defer future maintenance costs for

approximately five to seven years. At this time, work will not include the City Hall access road or Library parking lot in anticipation of a project to construct an ADA compliant sidewalk from Moorpark Avenue to the City Hall buildings, including the reconfiguration of the bus stop area. It is anticipated that this project will be constructed later this fiscal year.

On October 9, 2014, staff advertised for bids for the parking lot improvements project. Six potential bidders attended the mandatory job walk. Two bids were received and both were well below the initial estimated project cost of \$594,051. The results are:

Berry General Engineering Contractors, Inc.	\$500,993.00
Landmark Grading & Paving Inc. dba Quality Paving	\$519,804.00

The low bidder is Berry General Engineering Contractors, Inc. After the City Clerk accepted the bid proposals, all submitted bids were reviewed. All submitted bids met the criteria and were accepted as qualified.

Staff is recommending the permeable asphalt alternative, Schedule C of the proposal, rather than the asphalt overlay Schedule B of the proposal, due to the sustainability of this option discussed above. The increased cost for the permeable asphalt is \$4,929 over that of the standard asphalt overlay. The revised total cost of the proposal, choosing Schedule C and removing the Schedule B option, is \$485,782. Berry General Engineering Contractors, Inc. remains low bidder.

As part of this project, there was also an identified need for engineering and testing services plus ongoing materials inspections. Staff requested a bid for the construction materials engineering and testing services for the City of Moorpark Parking Lot Improvements at Various City Parks and Facilities project. A proposal was received on November 5, 2014 from BTC Labs – Vertical Five in the amount of \$15,413.

FISCAL IMPACT

Staff estimated that the parking lot repair and improvement work would cost approximately \$594,051.

The low bid for the parking lot repair and improvement work is \$485,782 plus a \$48,500 contingency. The cost for the engineering is \$15,413 plus a \$1,500 contingency. The total amount of both Agreements, including the \$50,000 contingency on the entire project, totals \$551,195.

There is currently \$267,000 budgeted in the Fiscal Year 14-15 budget for the repairs at AVCP (CIP 7022). In addition, the City Council previously approved an appropriation of funds for the repairs and drainage work for AVCP Parking Lot A and Parking Lot C (per the plans as appendices to the bid) as part of the AVCP Fitness Loop Project (CIP 7852), which covers the \$166,780 cost for this portion of the project. Staff is requesting

the allocation of an additional \$117,415 from the General Fund (1000) to complete the work at the Civic Center, Country Trail Park, Miller Park, Monte Vista Park, and Poindexter Park.

STAFF RECOMMENDATION

(ROLL CALL VOTE)

1. Award the Agreement to Berry General Engineering Contractors, Inc., in the amount of \$485,782, plus a contingency of \$48,500, for a total contract amount of \$534,282 and authorize the City Manager to execute the agreement subject to final language approval by the City Manager and City Attorney.
2. Award the Agreement to BCT Labs – Vertical 5 in the amount of \$15,413, plus a contingency of \$1,500, for a total contract amount of \$16,913 and authorize the City Manager to execute the agreement subject to final language approval by the City Manager and City Attorney.
3. Adopt Resolution No. 2014-_____.

Attachments:

1. Agreement - Berry General Engineering Contractors Inc.
2. Agreement - BTC Labs – Vertical 5
3. Resolution No. 2014-_____

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
BERRY GENERAL ENGINEERING CONTRACTORS, INC., FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES
SPECIFICATION NO. P&R 14-02**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation ("City") and Berry General Engineering Contractors, Inc., a Corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to parking lot improvements at various city parks and facilities as outlined in the project specifications and plans; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, the City Council of the City at a meeting held on the 3rd day of December, 2014, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended as referred to herein.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to parking lot improvements as, as set forth in Exhibit B: Contractor's Bid Proposal, dated October 28, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B and Exhibit C. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total value of four hundred eighty-five thousand seven hundred eighty-two dollars (\$485,782.00) as stated in Exhibit B, plus a contingency of forty-eight thousand five hundred dollars (\$48,500) for a total amount of five hundred thirty-four thousand two hundred eighty-two dollars (\$534,282.00) without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Robert Sainsbury, Vice President, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein

by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed four hundred eighty-five thousand seven hundred eighty-two dollars (\$485,782.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the

Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of five hundred dollars (\$500) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor.

With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the

Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or

its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Berry General Engineering Contractors, Inc.
Attention: Robert Sainsbury, Vice President
350 West Lewis Street
Ventura, California 93001

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibit C attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. 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. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

BARRY GENERAL ENGINEERING
CONTRACTORS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Robert Sainsbury, Vice President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party

involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to

this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
PROPOSAL
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES

PROPOSAL

FOR

Parking Lot Improvements at Various City Parks and Facilities

Specification No. P&R 14-02

Bids to be received on October 28, 2014 at 3:00 p.m.

Completion Time: 90 Consecutive Working Days after Receipt of Notice to Proceed

Liquidated Damages \$500 per Calendar Day

CONTRACTOR

Name Berry General Engineering Contractors, Inc.

Street Address 350 W Lewis Street

City Ventura State CA Zip Code 93001

Telephone Number 805-643-7567

Fax Number 805-643-7482

Email rsainsbury@bgec.net

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 18 THROUGH 31 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

Parking Lot Improvements at Various City Parks and Facilities

Instructions for Signing Proposal, Bonds, and ContractPage 17

Contractor's Proposal StatementPage 18

Proposed Schedule of Work and Prices.....Page 19

Bidder's Bond to Accompany ProposalPage 21

Statement of Bidder's Qualifications and ReferencesPage 22

Statement of Bidder's Past Contract Disqualifications.....Page 26

Questionnaire Regarding SubcontractorsPage 27

Bidder's Statement of Subcontractors and Material FabricatorsPage 28

Non-collusion DeclarationPage 29

California Labor Law RequirementsPage 30

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization.
- b) Affix notary's acknowledgment.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
- c) Affix notary's acknowledgment.

Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment.
- c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements show above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

CONTRACTOR'S PROPOSAL STATEMENT

City of Moorpark
Moorpark, California 93021

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Moorpark.

Licensed in accordance with an act providing for the registration of Contractor's License No. 400577 Class A, Expiration Date 02/28/2015

Names of Co-Partners or Corporate Officers and Titles: Dan Berry, President; Robert Sainsbury, Vice-President; Joanna Berry, Secretary

Signature of Bidder [Signature] Vice-President
Title

Signature of Bidder [Signature] Secretary
Title

Name of Contractor or Firm _____ Date of Submittal October 28, 2014

Berry General Engineering Contractors, Inc. Telephone No. (805) 643-7567

Address 350 W Lewis St, Ventura CA 93001

Corporation _____ California
Doing Business as Individual/Partnership/Corporation State of Incorporation

Federal Tax Identification Number: 95-3507379

**ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form,
and Corporate Seal if Applicable)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Ventura }

On 10-28-2014 before me, Donna Marie Lloyd, Notary Public
Date Name and Title of the Officer

personally appeared Joanna Berry
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~s~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna Marie Lloyd
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

On 10/28/14 before me, Pamela M Ayerle Notary Public
Date Here Insert Name and Title of the Officer

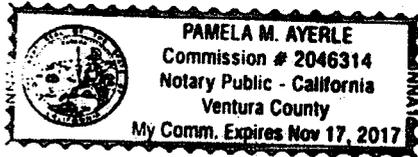
personally appeared Robert Scinsburg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Pamela M Ayerle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

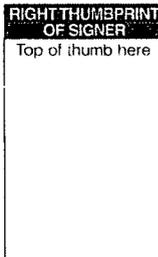
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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

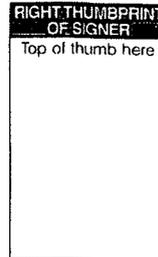
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ATTACHMENT 2

'REVISED BY ADDENDUM NO. 1'

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
PARKING LOT IMPROVEMENTS VARIOUS CITY PARKS AND FACILITIES
SCHEDULE A

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
1	702-5	Traffic Control	1	LS	39,130 ⁰⁰	39,130.00
2	703-2	Stormwater Pollution Control Plan	1	LS	8,590 ⁻	8,590 ⁻
3	704-4	Pavement Surface Preparation	1	LS	26,085 ⁻	26,085 ⁻
4	705-6	Pavement Milling – 1.5" depth	60,000	SF	0 ⁴⁶	27,600 ⁻
5	707-6	Asphalt Concrete Overlay – 1/2" C2 PG 64-10, 1.5" thickness	60,000	SF	1 ⁰⁹	65,400 ⁻
6	708-5	Slurry Seal (Type II)	76,000	SF	0 ⁴⁸	36,480 ⁻
7	709-6	Remove and Replace 4" Asphalt Concrete – 1/2"C2 PG 64-10	9,000	SF	5 ¹⁰	45,900 ⁻
8	710-4	Remove and Replace Concrete Curb and Gutter	100	LF	52 ⁴⁰	5,240 ⁻
10	711-4	ADA Ramps	4	EA	2,698 ⁻	10,792 ⁻
11	712-3	Adjust Utility and Survey Monument Covers	1	LS	3,935 ⁻	3,935 ⁻
12	713-7	Traffic Signing and Pavement Delineation	1	LS	14,560 ⁻	14,560 ⁻
13	714-3	Parking Lot C – Repairs per plans (Appendix 1)	1	LS	42,475 ⁻	42,475 ⁻
14	715-3	Parking Lot A – Repairs per plans (Appendix 2)	1	LS	124,305 ⁻	124,305 ⁻
15	717-5	Parking Lot A – Remove and replace 4" concrete	1,500	SF	10 ¹⁰	15,150 ⁻

Total Schedule A: \$ 465,642.00

SCHEDULE B

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
1	705-6	Monte Vista Park - Pavement Milling - 1.5" depth	5,300	SF	1.35	7,155 ⁻
2	707-6	Monte Vista Park - Asphalt Concrete Overlay - 1/2" C2 PG 64-10, 1.5" thickness	5,300	SF	1.52	8,056 ⁻

Total Schedule B: \$ 15,211⁻

SCHEDULE C

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
1	716-3	Monte Vista Park - Remove existing 4" asphalt and replace with porous Asphalt	5,300	SF	3.80	20,140 ⁻

Total Schedule C: \$ 20,140⁻

Total Amount of Bid (Schedules A, B & C): \$ 500,993.00

***Note: Contractor must bid on Schedules A, B AND C**

Contractor's Name Berry General Engineering Contractors, Inc.

**PROPOSED SCHEDULE OF WORK AND PRICES
Parking Lot Improvements Various City Parks and Facilities**

*ADDITIONS/DEDUCTIONS

TOTAL AMOUNT BID			\$ _____
	Bid Item No.	New Total	
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Adjusted Total Bid Amount:		\$ _____	

Adjusted Total Bid Amount in Words: _____

* Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the contractor for such item.

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	<u>1</u>	<u>10/21/2014</u>
	<u>2</u>	<u>10/22/2014</u>
	<u>3</u>	<u>10/24/2014</u>

I make this Proposal and certify under penalty of perjury that all the statements in this proposal that I have signed are true and correct.

Contractor's Name <u>Robert Sainsbury</u>	Contractor's Name <u>Joanna Berry</u>
	
Signature _____	Signature _____
Date <u>10/28/14</u>	Date <u>10/28/14</u>
_____	_____
Vice President	Secretary
Title	Title

**BIDDER'S BOND TO ACCOMPANY PROPOSAL
(in lieu of cash, certified or cashier's check)**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Berry General Engineering Contractors, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten (10) percent of the total bid, to be paid to the City if the Proposal shall be accepted and the Principal shall fail to to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 22nd day of October, 2014.

Berry General Engineering Contractors, Inc.

Contractor

By 

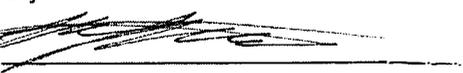
Title Robert Sainsbury, Attorney in Fact *R.S. Vice-President*

By 

Title Joanna Berry, Secretary

Fidelity and Deposit Company of Maryland

Surety

By 

Mike Melshenker, Attorney in Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
 County of Ventura }
 On 10-28-2014 before me, Donna Marie Lloyd, Notary Public
Date Name and Title of the Officer
 personally appeared Joanna Berry
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna Marie Lloyd
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

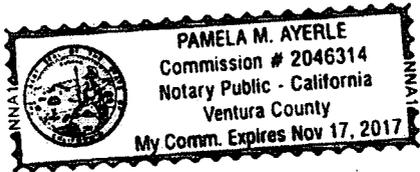
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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Ventura }
 On 10/28/14 before me, Pamela M Ayerle Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Robert Sainsbury
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela M Ayerle
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
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 Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

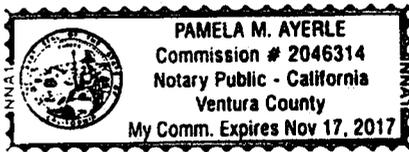
State of: California
 County of Ventura

On 10/22/2014 before me, Pamela M. Ayerle, Notary Public,

personally appeared Mike Melshenker

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PURJURY under the laws of The State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Pamela M. Ayerle
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- | | |
|--|----------------------------------|
| CAPACITY CLAIMED BY SIGNER | DESCRIPTION OF ATTACHED DOCUMENT |
| <input type="checkbox"/> INDIVIDUAL | |
| <input type="checkbox"/> CORPORATE OFFICER | |

- TITLES(S)
- PARTNERS LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mike MELSHENKER, of Ventura, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of March, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Gerald F. Haley*
Assistant Secretary
Gerald F. Haley

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 26th day of March, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2014.



Thomas O. McClellan

Thomas O. McClellan, Vice President

ATTACHMENT 1

'REVISED BY ADDENDUM NO. 2'

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License Class A, or Class C12 with applicable subcontractors, at the time the bid is submitted to the City, and Bidder must have satisfactorily completed at least four municipal projects in the last five years of comparable size and scope of this project.

Number of years engaged in business under the present business name: 34+

Attach additional pages if required to show the necessary experience. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Project 1 Name/ Number Asphalt at Various School Sites

Project Description Asphalt Paving, Concrete, Utilities, Fencing and Striping

Approximate Construction Dates From: 5/2013 To: 08/2013

Agency Name: Ventura Unified School District

Contact Person: Terry Allison Telephone: 805-641-5303

Address: 255 W. Stanley Ave Ste 100, Ventura CA 93001

Original Contract Amount: \$ 394,474 Final Contract Amount: \$ 489,487

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Additional Work

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/ Number Santa Ynez & Seventh Street - Asphalt & Concrete Imp.

Project Description Asphalt Paving, Concrete Curb Gutter & Sidewalk, Electrical, Striping

Approximate Construction Dates From: 06/2013 To: 08/2013

Agency Name: City of Carpinteria

Contact Person: Matt Roberts **Telephone:** 805-684-5405

Address: 5775 Carpinteria Ave, Carpinteria CA 93013

Original Contract Amount: \$ 86,605 **Final Contract Amount:** \$ 100,224

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Added Quantities

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/ Number Storm Drain Improvement Project

Project Description Paving, Storm Drain Improvements, Concrete Imp., landscaping and striping

Approximate Construction Dates From: 9/2012 To: 05/2014

Agency Name: City of Thousand Oaks

Contact Person: Elaine Camia **Telephone:** 805-449-2448

Address: 2100 Thousand Oaks Blvd, Thousand Oaks CA 91360

Original Contract Amount: \$ 1,019,728 **Final Contract Amount:** \$ 1,099,831

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Plan Revisions, Adjusted Quantities

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/ Number Ventura Blvd Park & Ride and Pedestrian Crossing

Project Description Asphalt Paving, Concrete Curb & Gutter, Fixtures, Masonry Wall, Electrical, Striping

Approximate Construction Dates From: 01/2014 To: 08/2014

Agency Name: City of Oxnard

Contact Person: Pat Friend **Telephone:** 805-385-7802

Address: 1060 Pacific Ave. Oxnard CA 93030

Original Contract Amount: \$ 142,224 **Final Contract Amount:** \$ 200,509

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Wall Revisions T&M; Added Quantities

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

(Cont'd)

STATE OF CALIFORNIA, COUNTY OF Ventura

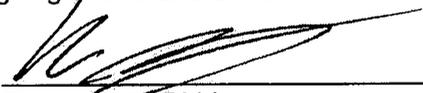
I am the Vice-President

Of Berry General Engineering Contractors, Inc.,

the bidder herein. I have read the foregoing statement and know the contents thereof, and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on October 28 at Ventura, California.
(date) (place)

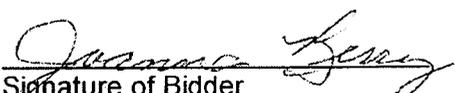
I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Bidder

Vice-President

Title



Signature of Bidder

Secretary

Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the proposal.

- 1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No (✓)
- 2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
- 3. Did you have any source of subcontractors' bids other than bid depositories? Yes (✓) No ()
- 4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No (✓)
- 5. If the answer to No. 4 is "yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of threats:
 - (e) Additional comments: (Use additional paper if necessary)
 - (f)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 28th day of October, 2014.

Berry General Engineering Contractors, Inc.
Name of Company

By [Signature] Robert Sainsbury

Vice-President
Title

By [Signature] Joanna Berry

Secretary
Title

BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name: <i>Pavement Recycling Systems</i>	License No: <i>569352</i>
Subcontractor Address: <i>10240 San Sevaine Way Jurupa Valley CA 91752</i>	Classification: <i>A</i>
Type of Work: <i>Cold Milling</i>	Subcontractor Phone: <i>(661) 948-5599</i>
	Percent Work to be done: <i>4.9%</i>
Subcontractor Name: <i>Rubberized Crackfiller Sealant, Inc.</i>	License No: <i>48475B</i>
Subcontractor Address: <i>800 E. Walnut Ave. Fullerton, CA. 92831</i>	Classification: <i>C-32</i>
Type of Work: <i>Crackfilling</i>	Subcontractor Phone: <i>(714) 843-5192</i>
	Percent Work to be done: <i>4.8%</i>
Subcontractor Name: <i>Sam Hill & Sons, Inc.</i>	License No: <i>648594</i>
Subcontractor Address: <i>PO Box 5870 Ventura, CA 93005</i>	Classification: <i>A</i>
Type of Work: <i>Relocate Hydrant</i>	Subcontractor Phone: <i>(805) 644-6278</i>
	Percent Work to be done: <i>2.9%</i>

(attach more sheets if necessary)

Total Percentage ² *22.9%*



Signature(s) of Bidder Robert Sainsbury

10/28/2014
Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, then a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name: <i>Mission Paving and Sealing, Inc.</i>	License No: <i>624257</i>
Subcontractor Address: <i>12747 Schabakum Ave. Inverdale, CA. 91706</i>	Classification: <i>C12, F, 27</i> Subcontractor Phone: <i>(626) 452-8200</i>
Type of Work: <i>Slurry Seal</i>	Percent Work to be done: <i>6.8%</i>
Subcontractor Name: <i>Intrastate Striping & Signs, Inc.</i>	License No: <i>E28618</i>
Subcontractor Address: <i>351 Dryden St. Thousand Oaks CA, 91320</i>	Classification: <i>C-32</i> Subcontractor Phone: <i>(805) 558-5384</i>
Type of Work: <i>Striping</i>	Percent Work to be done: <i>2.8%</i>
Subcontractor Name: <i>Bennet & Carpenter, Inc.</i>	License No: <i>LS7998</i>
Subcontractor Address: <i>506 E. Linden St Santa Paula CA, 91060</i>	Classification: Subcontractor Phone: <i>(805) 525-3396</i>
Type of Work: <i>Survey</i>	Percent Work to be done: <i>0.7%</i>

(attach more sheets if necessary)

Total Percentage ² *22.9%*



Signature(s) of Bidder

10/28/2014

Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

BIDDER'S STATEMENT OF SUBCONTRACTORS

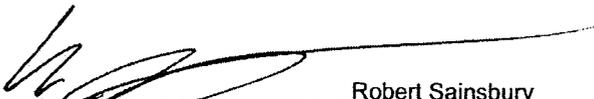
*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage ² _____


 _____ Robert Sainsbury
Signature(s) of Bidder

Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

BIDDER'S STATEMENT OF SUBCONTRACTORS

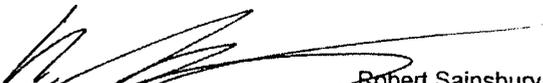
*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount¹. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Subcontractor Phone:
	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage ² _____


Robert Sainsbury
Signature(s) of Bidder

10/28/2014
Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

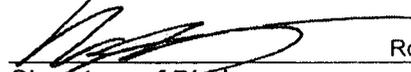
The undersigned declares:

I am the Vice-President of Berry General Engineering Contractors, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 28, 2014 [date], at Ventura [city], CA [state].

Name of Bidder



Signature of Bidder Robert Sainsbury

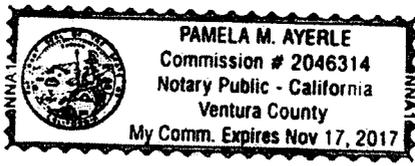
350 W Lewis St, Ventura CA 93001
Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate executed form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Ventura }
 On 10/28/14 before me, Pamela M Ayerle Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Robert Sainsbury
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
 Signature Pamela M Ayerle
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____





CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

October 21, 2014

ADDENDUM NO. 1

for
Parking Lot Improvements at Various City Parks and Facilities
Specification No. P&R 14-02

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

=====

- Section 701-7 shall be amended as follows: Contractor shall be responsible for stockpiling all grindings and road base on the north side of the access road at Arroyo Vista Community Park. The final location shall be determined by the City representative. The grindings and road base shall be 90% free of extraneous debris, such as dirt and plant material. All other construction debris and material shall be disposed by contractor per project specifications.
- Section 701-3 shall be amended as follows:
 - Contractor shall be allowed to close the parking lots at Poindexter Park, Country Trail Park, Monte Vista Park, and Miller Park during construction. The parking lots shall not be closed over the weekend, or for more than three consecutive working days without the written approval from the City Parks and Recreation Director.
 - The parking lots at the Civic Center shall remain open to the public during regular business hours.
 - Contractor shall be allowed to close parking lots B, C, and D at Arroyo Vista Community Park during construction for no more than three consecutive working days without written approval from the City Parks and Recreation Director. The parking lots shall remain open to the public during the weekend.
 - Contractor shall be allowed to close parking lot A at Arroyo Vista Community Park during construction for no more than 20 consecutive working days without written approval from the City Parks and Recreation Director.
 - The access road at Arroyo Vista Community Park shall remain open to the public at all times during constructions. Contractor shall submit a traffic control plan for City approval and shall provide traffic control as needed to provide ingress and egress along the access road.
 - Contractor shall provide a schedule of all closures prior to proceeding with any construction activities and shall post notice at each location regarding the closures, minimum 7 days prior to the closure.
- Section 701-8 shall be amended as follows: Contractor shall be allowed to store vehicles and equipment within the fenced parking lot located directly to the south of the City Library with prior written approval from City Parks and Recreation Director. Contractor agrees to assume full responsibility for loss, theft, damage to its equipment or supplies, and any injury that may arise, and agrees that the indemnification provision, Section 10 of the Agreement, applies to the storage of equipment on City property.

JANICES. PARVIN
Mayor

ROSEANN MIKOS, Ph.D.
Councilmember

KEITH F. MILLHOUSE
Councilmember

DAVID POLLOCK
Councilmember

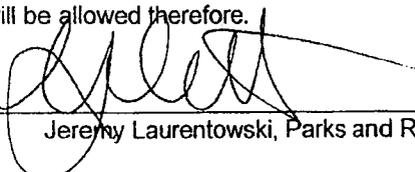
MARK VAN DAM
Councilmember

- Scope of Work is amended to include the removal and replacement of 1,500 s.f. 4" depth concrete at Arroyo Vista Community Park. Concrete color shall be natural grey with medium broom finish. Contractor shall install three 5'x5' tree planters at the same location as the planters being removed. Section 717, Portland Cement/Concrete Improvements, is hereby added as pages 119 and 120 (Attachment 2).
- Scope of Work is hereby amended to include plan item no. 41, the relocation of an existing fire hydrant at the entrance to parking lot A at Arroyo Vista Community Park. Sheets 5a of 20 and 6 of 20 in Appendix 2 are hereby replaced with the attached revised sheets 5a of 20 and 6 of 20 (Attachment 3). Work shall be constructed per VCWWD std. plate No. 1 (Attachment 4). There have been no changes to page 6 of 20. It is attached at full size (24"x36") for clarification.
- Proposed Schedule of Work and Prices, Bid Schedule A on page 19 and Bid Schedule B on Page 20, is hereby replaced with the attached form (Attachment 2). The bid schedules are amended to include the following:
 - Bid Schedule A: Additive item No. 15. Remove and replace 1,500 s.f. 4" depth concrete, per Section 717 and Appendix 2, Detail C, Sheet 17 of 20 at Arroyo Vista Community Park. Concrete color shall be natural grey with medium broom finish. Contractor shall install three 5'x5' tree planters at the same location as the planters being removed.
 - Bid Schedule A: Item No. 6, Slurry Seal (Type II). No changes to bid schedule.
 - Bid Schedule B: Clarification, work location is at Monte Vista Park.
 - Bid Schedule B: Bid item No. 3 shall be removed and included in Bid Schedule C. Bid item shall include the removal of existing asphalt and installation of porous asphalt.
- Page 71, Section 700-5, first sentence is amended as follows: 'The Contractor shall complete the work including punch list items (if applicable) within 45 working days from the date of the written Notice to Proceed.'

'END OF CHANGES'

=====

This addendum shall be made part of the above referenced project. Full compensation for all work and requirements of this addendum shall be considered as included in the appropriate price bid and no additional compensation will be allowed therefore.



Jeremy Laurentowski, Parks and Recreation Director

Questions regarding this addendum may be directed to the Agency's Project Representative Jeremy Laurentowski, jlaurentowsk@moorparkca.gov

.....

PLEASE EMAIL A SIGNED COPY OF ADDENDUM TO JEREMY LAURENTOWSKI AT jlaurentowsk@moorparkca.gov AND INCLUDE WITH BID.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.

Company Name: Berry General Engineering Contractors, Inc.

Authorized Representative: Robert Sainsbury, Vice-President

Signature of Authorized Representative:  _____

Attachments:

- 1 - Section 717, Portland Cement/Concrete Improvements
- 2 - Proposed Schedule of Work and Prices, Bid Schedules A, B, and C
- 3 - Appendix 2, sheets 5a of 20 and 6 of 20
- 4 - VCWWD std. plate No. 1



CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

October 22, 2014

ADDENDUM NO. 2

for

Parking Lot Improvements at Various City Parks and Facilities
Specification No. P&R 14-02

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

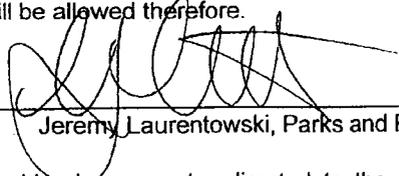
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- Page 6, Notice Inviting Sealed Bids, Scope of Work, shall be amended as follows: The proposal shall be submitted and the work shall be performed by a Class ("A") State of California licensed contractor, or a **Class (C12) State of California licensed contractor with applicable sub-contractors.**
- Page 9, Bid Terms and Conditions, License, shall be amended as follows: In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid applicable Class 'A' Contractor's license, or a **valid applicable Class 'C12' Contractor's license with applicable subcontractors,** at the time the bid is submitted.
- Statement of Bidder's Qualifications and References on page 29 is hereby replaced with the attached form (Attachment 1).

'END OF CHANGES'

=====

This addendum shall be made part of the above referenced project. Full compensation for all work and requirements of this addendum shall be considered as included in the appropriate price bid and no additional compensation will be allowed therefore.



Jeremy Laurentowski, Parks and Recreation Director

Questions regarding this addendum may be directed to the Agency's Project Representative Jeremy Laurentowski, jlaurentowsk@moorparkca.gov

.....

PLEASE EMAIL A SIGNED COPY OF ADDENDUM TO JEREMY LAURENTOWSKI AT jlaurentowsk@moorparkca.gov AND INCLUDE WITH BID.

JANICE S. PARVIN
Mayor

ROSEANN MIKOS, Ph.D.
Councilmember

KEITH F. MILLHOUSE
Councilmember

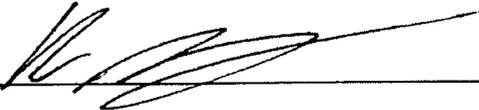
DAVID POLLOCK
Councilmember

MARK VAN DAM
Councilmember

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.

Company Name: Berry General Engineering Contractors, Inc.

Authorized Representative: Robert Sainsbury

Signature of Authorized Representative: 

Attachment:

1 – Statement of Bidder's Qualifications and References



CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

October 24, 2014

ADDENDUM NO. 3

for

Parking Lot Improvements at Various City Parks and Facilities
Specification No. P&R 14-02

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

=====

- Section 708-2.1 shall be amended as follows: Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles, ~~volcanic in origin and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA., or Equal. The use of gray or light colored aggregate will not be allowed.~~
- The second paragraph of Section 708-4.1 shall be amended as follows: No application of slurry shall occur until all pot holes are repaired, deep patching, skin patching, crack sealing or other preliminary pavement repairs have been completed, raised pavement markers removed; and **thermoplastic pavement markings and thermoplastic striping removed by grinding; painted pavement markings and painted striping shall remain.** The surface of the pavement shall be thoroughly cleaned by sweeping or other means necessary to remove all loose particles of paving, all dirt and other extraneous material prior to the application of slurry. No slurry seal shall be placed before 8:30 a.m. nor after 2:00 p.m.
- Section 708-4.6 shall be amended as follows: Test sections are not required. Pavement preparation, crack routing and sealing, and cured slurry seal shall be in conformance with technical specifications.
- The first and second paragraph of Section 708-5 shall be amended as follows: Measurement and payment for slurry seal, will be made at the contract unit price bid per square foot (SF) per ~~Extra Long Ton (ELT)~~ as shown in the Bid Schedules.

~~For the purposes of this contract, an Extra Long Ton (ELT) is made up of 2,000 pounds of dry aggregate, plus emulsified asphalt, accelerator or retardant, and water added at the rates and proportions required by Table 302-4.3.1 (A) of the SSPWC.~~

'END OF CHANGES'

=====

JANICE S. PARVIN
Mayor

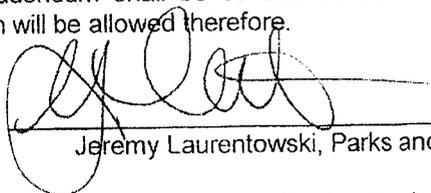
ROSEANN MIKOS, Ph.D.
Councilmember

KEITH F. MILLHOUSE
Councilmember

DAVID POLLOCK
Councilmember

MARK VAN DAM
Councilmember

This addendum shall be made part of the above referenced project. Full compensation for all work and requirements of this addendum shall be considered as included in the appropriate price bid and no additional compensation will be allowed therefore.



Jeremy Laurentowski, Parks and Recreation Director

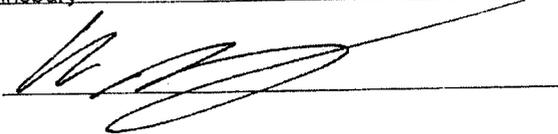
Questions regarding this addendum may be directed to the Agency's Project Representative Jeremy Laurentowski, jlaurentowsk@moorparkca.gov

.....
PLEASE EMAIL A SIGNED COPY OF ADDENDUM TO JEREMY LAURENTOWSKI AT jlaurentowsk@moorparkca.gov AND INCLUDE WITH BID.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.

Company Name: Berry General Engineering Contractors, Inc.

Authorized Representative: Robert Sainsbury

Signature of Authorized Representative: 

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOORPARK AND BTC LABS – VERTICAL V, INC.,
FOR ENGINEERING AND TESTING SERVICES FOR PARKING LOT
IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation (“City”) and BTC Labs – Vertical V, Inc., a corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for engineering and testing services for parking lot improvements at various City parks and facilities; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated October 17, 2014, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide engineering and testing services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit B. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of fifteen thousand four hundred thirteen dollars (\$15,413.00) as stated in Exhibit B, without a written Amendment to the Agreement executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Scott Moors, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided by Consultant on an IRS W-9 form before payments may be made by City to Consultant.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed fifteen thousand four hundred thirteen dollars (\$15,413.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager or the City Manager's designee. If the City disputes any of Consultant's fees or expenses, City shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Consultant fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the City Manager, Consultant shall forfeit and pay to the City, as liquidated damages, the sum of fifty dollars (\$50.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Consultant under the terms

of this Agreement. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Indemnity for professional liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Indemnity for other than professional liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels' fees and costs, court costs, interest, defense costs, and expert witness fees), where the

same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

11. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees, or agents of the City except as set forth in this Agreement. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing

any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Scott Moors
BTC Labs – Vertical V, Inc.
1868 Palma Drive, Suite A
Ventura, California 93010

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. 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. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

BTC LABS – VERTICAL V, INC.

By: _____
Steven Kueny, City Manager

By: _____
Scott Moors, President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs

payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this

Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The 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 the City.



BTC LABS VERTICALFIVE

October 17, 2014 (Revised November 5, 2014)

Proposal No: 2014.06.0190

City of Moorpark

799 Moorpark Avenue

Moorpark, CA 93021

Emails: jsandifer@moorparkca.gov and jlaurentowski@moorparkca.gov

ATTENTION: Jessica Sandifer and Jeremy Laurentowski

SUBJECT: Proposal for Construction Materials Engineering and Testing Services for the City of Moorpark Parking Lot Improvements at Various City Parks and Facilities

BTC LABS - Vertical Five is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Services and Cost Estimate

	Rate		Units	Total
<u>Public Works Inspection - (part-time)</u>				
Public Works Inspection	\$ 94.00	hr	30	\$ 2,820.00
Field Vehicle	\$ 60.00	day	8	\$ 480.00
			<i>Subtotal:</i>	<i>\$ 3,300.00</i>
<u>Concrete and Soils Testing (as required)</u>				
Senior Technician	\$ 94.00	hr	16	\$ 1,504.00
Concrete compression tests (4 cyls. per set/\$25. per cyl.)	\$ 25.00	ea	4	\$ 100.00
Concrete cylinder pickup (4 cyls. per set / \$9.50 per cyl.)	\$ 9.50	ea	4	\$ 38.00
Maximum Density - soils	\$ 175.00	ea	1	\$ 175.00
Maximum Density - base	\$ 195.00	ea	1	\$ 195.00
			<i>Subtotal:</i>	<i>\$ 2,012.00</i>
<u>Asphalt Overlay Sampling and Testing</u> (assume 2 days AC paving)				
Senior Technician - sampling & testing (check temperature, check rolling pattern, nuclear densities)	\$ 94.00	hr	16	\$ 1,504.00
AC - Maximum Density	\$ 220.00	ea	2	\$ 440.00
AC - Extraction & Gradation	\$ 235.00	ea	2	\$ 470.00
			<i>Subtotal:</i>	<i>\$ 2,414.00</i>
<u>Slurry Seal Sampling and Testing</u> (assume no test section as per spec, assume 1 day slurry)				
Senior Technician - sampling & testing	\$ 94.00	hr	8	\$ 752.00
Wet Track Abrasion Test	\$ 270.00	ea	2	\$ 540.00

BTCLABS - VERTICALFIVE

1868 Palma Drive, Suite A, Ventura, CA 93010; (805) 656-6074

An NV5, Inc. Company
www.NV5.com

Proposal for Construction Materials Engineering Testing Services

Aggregate - Sieve Analysis	\$ 105.00 ea	1	\$ 105.00
Aggregate - Sand Equivalent	\$ 110.00 ea	1	\$ 110.00
		<i>Subtotal:</i>	<i>\$ 1,507.00</i>
 <i><u>Porous Asphalt Pavement - Sampling and Testing</u></i>			
Staff Engineer - sampling & testing (perform material sampling and infiltration capacity testing)	\$ 125.00 hr	6	\$ 750.00
Extraction & Gradation	\$ 235.00 ea	2	\$ 470.00
Staff Engineer - Reporting	\$ 125.00 hr	2	\$ 250.00
		<i>Subtotal:</i>	<i>\$ 1,470.00</i>
 Project Engineer (Project Management & Miscellaneous)	 \$ 145.00 hr	 30	 \$ 4,350.00
Mileage / Trip Charge	\$ 45.00 trip	8	\$ 360.00
		TOTAL ESTIMATE:	\$ 15,413.00

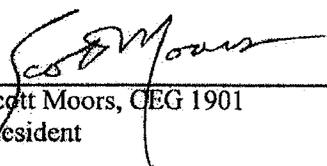
Proposal Conditions:

- 1 California Prevailing Wages apply.
- 2 This estimate is provided for budgetary purposes only and is not a lump sum or not to exceed cost. Billing will be for actual services provided in accordance with our current Fee Schedule.

BTC Labs appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
BTC LABS - Vertical Five

Reviewed By,



Scott Moors, CEG 1901
President



Carol Harrison
Marketing Manager

Attachment: Terms and Conditions
2014 Fee Schedule

STANDARD TERMS AND CONDITIONS

- 1. The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.
- 2. Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.
- 3. Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.
- 4. Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.
- 5. Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.
- 6. Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client's general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.
- 7. Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.
- 8. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Client agrees that all reports, or other material furnished to Client or its agents for which Client has not paid will be returned upon demand and will not be used by Client or others for any purpose whatsoever. Unless otherwise required by law, Consultant will retain all pertinent records relating to the Services performed for a period not exceeding (10) ten years after final payment, during which period the records will be made available to Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.
- 9. Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.
- 10. Indemnity.** Consultant shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses for property damage and bodily injury (including reasonable attorney's fees), to the extent directly and proximately arising from Consultant's negligent performance of services or breach of warranty under this Agreement. Client shall defend, indemnify and hold harmless Consultant, its employees, directors, officers, and agents, from and against any and all claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused in any way by, the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by Consultant for which Consultant is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.
- 11. Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for services provided under this Agreement, or the total amount of \$50,000.00, whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

13. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

14. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements.

15. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement. Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

16. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

17. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

18. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

19. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

20. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

21. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

22. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

23. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

24. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

25. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

26. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that as part of the scope of Consultant services is incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

2014 FEE SCHEDULE

GENERAL CONDITIONS

Testing Samples - An hourly preparation charge will be added to all samples submitted to the laboratory that are not ready for testing. There will be a 50% premium charge for "RUSH/PRIORITY" testing.

Scheduling - A minimum of 24-hour notice is required to schedule personnel (48-hour notice is required for DSA projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge for technicians or a 4-hour charge for inspectors.

Minimum Charges – Special Inspections: A minimum charge of 4 hours applies to inspection call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours.

Technicians: A minimum charge of 2 hours applies to technician call-out between 0 and 2 hours. Additional time will be charged in 2-hour increments.

Travel – Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for inspectors within 25 miles of our laboratory. Mileage or Trip Charges will be charged at rates listed below.

Per Diem – Per diem will be charged at 1.1 times the Federal (GSA) rate for all out-of-town assignments unless other arrangements are made.

Overtime Rates - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or over 8 hours on the 7th consecutive day, or work on holidays will be charged at 2.0 times quoted rates.

Holidays - The following holidays are observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the following Friday, and Christmas Day. Should a holiday fall on Saturday or Sunday, the closest previous or following regular workday will be observed for the holiday.

Project Management & Report Distribution - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be included for scheduling, report review, and data evaluation. Up to 2 hard copies of reports are provided at no additional charge. Additional hard copies will be billed at \$2 per report.

Outside Services / Subcontractors - Cost plus 15% will be charged for outside services and for any materials procured.

Prevailing Wage – Client agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify BTC Labs – Vertical Five against all costs related Client's failure to notify Lab of predetermined wage requirements.

Certified Payroll – A \$45 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

Escalation – Listed rates are subject to annual escalation consistent with the Consumer Price Index (www.bls.gov). Prevailing Wage labor rates will be adjusted in accordance with DIR mandated increases plus 30% (<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>)

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector	\$94	\$82
<i>(Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)</i>		
Mechanical/Electrical Inspector	\$98	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Concrete/Asphalt Batch Plant Inspection	\$94	\$78
ACI Concrete Technician	\$90	\$74
Senior Technician* (Soil/Asphalt/Special Testing)	\$94	\$78
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$98	\$84
Trip Charge (within 25 radius of Lab; if >25 mi hourly + mileage)		\$30

* Services such as: density by nuclear gauge, "Schmidt Hammer" readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians.

C. DSA / OSPHD Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Standard
Sample Pickup (>25mi radius of Lab) – plus applicable unit price	\$55/hr
Field Equipment & Supply Delivery (1 hr min)	\$55/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)	\$75 /hr
Mileage – Field Vehicle (\$30/day minimum charge)	\$0.65/mi
Mileage – Coring Truck	\$0.75/mi

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min/wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Coiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$55/day
13. Skidmore Wilhelm, per day	\$115/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B. Diamond Coring (min. charge = field time w/travel + 1 hr. mob./de mob.)		
1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$3/inch
4. Coring truck mileage (portal to portal)		\$0.75/mi
5. Traffic Control		Per Quote



III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) – ASTM D4318, CTM 204	\$ 150
2. Consolidation (Incremental Loading) – ASTM D2435	\$ 315
3. Direct Shear, remolded sample – ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample – ASTM D3080	\$ 265
5. Expansion Index – ASTM D4829	\$ 160
6. Hydrometer analysis (without specific gravity) – ASTM D422	\$ 145
7. Permeability, Constant Head – remolded – ASTM D2434, CT 220	\$ 445
8. pH (soil) – ASTM D4972	\$ 35
9. Resistivity – ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH – CTM 643	\$ 155
11. Soil Cement – Moist. Dens. or Sample Prep set of 3 – ASTM D558	\$ 240
12. Soil Cement – Wet-Dry Durability – ASTM D559	\$ 1100
13. Soil Cement – Compressive Strength – ASTM D1633	\$ 60
14. Soil Classification – ASTM D2488 – Visual-Manual	\$ 45
15. Soluble Chloride (soils)	\$ 80
16. Soluble Sulfate (soils)	\$ 80
17. Unconfined compression on prepared specimens	\$ 120

B Particle Size Analysis

1. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
2. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 75
3. Sieve (coarse or fine only, no wash – ASTM C136, CTM 202)	\$ 90
4. Sieve (coarse & fine w/ wash – ASTM C136, CTM 202)	\$ 105
5. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 185

C Moisture Density Relationship

1. Max. Density-Opt. Moisture (4 in. mold) – ASTM D1557, D698	\$ 175
2. Max. Density-Opt. Moisture (6 in. mold) – ASTM D1557, D698	\$ 195
3. Max. Density-Opt. Moist. w/ Rock Corr. – ASTM D1557, D4718	\$ 295
4. Maximum Density Checkpoint (4 in. mold)	\$ 75
5. Moisture & Dry Density (ring samples)	\$ 22
6. Moisture determination (aggregate samples)	\$ 35
7. Cautious Relative Compaction (Wet Density) – CTM 216	\$ 225

D Aggregate, Soil & Rock

1. Abrasion Resistance by LA Ruttler – ASTM C131, CTM 211	\$ 185
2. Absorption, sand or gravel – ASTM C127, C128	\$ 60
3. California bearing ratio (CBR) with expansion – ASTM D1883	\$ 410
4. California bearing ratio (CBR) at 95% (3 points) – ASTM D1883	\$ 650
5. Cement Treated Base (CTB), compact, cure & test	\$ 260
6. Cement Treated Base – compression (make, cure, test – 3 spec)	\$ 565
7. Cement Treated Base – stability	\$ 525
8. Clay lumps and friable particles, per primary size – ASTM C142	\$ 115
9. Cleanliness Test – CTM 227	\$ 130
10. Crushed particles, per primary size	\$ 165
11. Durability Index (\$120 per size fraction) – CTM 229	\$ 215
12. Fine Aggregate Angularity – AASHTO T304	\$ 175
13. Flat & Elongated Particles (per bin size) – ASTM D4791	\$ 190
14. Lightweight pieces, per size fraction – ASTM C123	\$ 400
15. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
16. Mortar making properties of Sand ASTM C87	\$ 360
17. Relative Mortar Strength – CTM 515	\$ 410
18. Organic Impurities – ASTM C40, CTM 213	\$ 80
19. Petrographic Analysis of Gravel – ASTM C295 (single grading)	\$ 450
20. Petrographic Analysis of WC Sand – ASTM C295 (pre-graded)	\$ 850
21. Potential Reactivity Test ASTM C289 Chemical Method	\$ 495
22. Potential Reactivity ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
23. Potential Reactivity Test ASTM C1260 Rapid Method	\$ 625
24. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weights)	\$ 800
25. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo	\$ 760
26. 'R' Value (HVEEM) (Treated material by quote)	\$ 315
27. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
28. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 110
29. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 130
30. Sulfate Soundness, 5 cycle test per primary size – ASTM C88	\$ 365
31. Uncompacted Void Content of Fine Aggregate – AASHTO T304	\$ 145
32. Unit weight – ASTM C29	\$ 72

E Dimensional Stone Tests

1. Compressive Strength – ASTM C170	\$ 95
2. Water Absorption & Density – ASTM C97 (3 required)	\$ 65
3. Modulus of Rupture – ASTM C99	\$ 115
4. Flexural Strength – ASTM C880	\$ 130

*(Comp., MOR & Flex. Str. require 3 samples ea. in wet & dry conditions // & 1 to right.)
(All prices are for prepared samples. Cutting and machining charges are extra.)*

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Grab sample (CCR Title 24) includes 1 year storage	\$ 55
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B Concrete

1. Cement content of hardened concrete – ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders – ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders – ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 6
7. Concrete core compression test – ASTM C42	\$ 45
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage – ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea.
15. Flexural strength, 6"x6" beam – ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests – ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. – ASTM C495	\$50
21. Lightweight insulating concrete – unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder – ASTM C469	\$215
23. Petrographic analysis of hardened concrete – ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders – ASTM C469	Per Quote
25. Splitting tensile – ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout – 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required – ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required – ASTM C140	\$ 50
3. Compressive strength, brick, 5 required – ASTM C67	\$ 45
4. Compression - masonry core	\$ 45
5. Compression - masonry prisms 8"x8" – ASTM C1314 (other sizes by quote – may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required – ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 80
7. Dimensions – masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup (ea.)	\$ 40
9. Masonry Unit Acceptance Test – ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140	\$ 42
17. Shear test on masonry core – CBC 2105A.4	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140	\$ 45
20. Visual Examination & Photo-document Core – CBC 2105A.4	\$ 45

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing	
1. Processing mill certification (each size & heat)	\$20 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$35 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$215
B Reinforcing Steel	
1. Deformation, reinforcing steel	\$60
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$50
5. Tensile test (rebar), up to & including #8	\$55
6. Tensile test (rebar) #9, #10, #11	\$95
7. Tensile test (rebar) #14, #18	\$215
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$215
C Structural Steel	
1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$75
3. Tensile test, structural, $\lt; 3/4\text{''}$ cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >math>\gt; 3/4\text{''}</math> cross-section (cutting & machining extra)*	\$125
5. Flattening test of pipe	\$65
<i>*Tensile and yield by percent offset, add \$85</i>	
D High Strength Bolts	
1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts – proof load (non-DSA)	\$ 45
Bolts – ultimate load	\$ 65
Bolts – hardness	\$ 35
3. Nuts – proof load	\$ 45
Nuts – hardness	\$ 35
4. Washers – hardness	\$ 35

E Welding Procedure and Welder Qualification Tests			
	<i>Coupon thickness (mild steel only)</i>	<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Includes evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code.

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

****Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15% for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$85
3. Fireproofing Bond Pull Test	\$55
4. Roof Tile Strength	\$65
5. Roof Tile Absorption	\$50
6. Roof Cut Tests (total weight only)	\$75
7. Jobsite Trailer or Mobile Laboratory	Per Quote
8. Universal Testing Machine (Hourly)	\$150
9. Ground Rod Test (plus travel)	\$175

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals	
1. Consistency test – ASTM D-3910	\$95
2. pH determination	\$75
3. Oven cook off (% residue)	\$100
4. Solids content by evaporation and ignition extraction (slurry)	\$225
5. Wet Track Abrasion – ASTM D-3910 (prep. not included)	\$270
B. Asphaltic Concrete, Aggregate And Mixes	
1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CT308 / T166	\$220
2. Coring of asphaltic concrete – See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Ignition Oven Method – CTM 382, 202	\$235
Solvent Extraction Method – ASTM D2172	\$395
4. Extraction, % bitumen only	
Ignition Oven Method – CTM 382	\$155
Solvent Extraction Method – ASTM 2172	\$305
Film stripping – CTM 302	\$165
5. Ignition Oven Correction Factor – CTM 382	\$650
6. Marshall - Stability and flow (core) – ASTM D-1559	\$125
7. Marshall - Stability and flow (bulk) – ASTM D-1559	\$325
8. Marshall - Specific Gravity	\$225
9. Mix proportion - Marshall Method with R.A.P.	\$2,900
10. Mix proportion - HVEEM Method with R.A.P.	\$3,700
11. Theoretical Maximum Specific Gravity (RICE) – ASTM D-2041	\$200
12. Moisture content – ASTM D-1461	\$115
13. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
14. Recovery of rubber from ARIM extraction	\$115
15. Specific gravity of core – ASTM D-2726	\$60
16. HVEEM Stabilometer test on premixed sample – CTM 366	\$185
Stabilometer test and mixing of sample	\$400
17. Surface abrasion CTM 360	\$445
18. Resistance to Moisture Induced Damage (untreated) – T-283, CT 371	\$1,700
19. Resistance to Moisture Induced Damage (lime) – T-283, CT 371	\$1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

VIII. ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.



RESOLUTION NO. 2014-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/2015 BUDGET BY APPROPRIATING \$117,415 FROM THE GENERAL FUND (1000) FOR PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2014/15; and

WHEREAS, on October 9, 2014 staff advertised for bids for parking lot improvements at various City parks and facilities; and

WHEREAS, a staff report has been presented to the City Council requesting approval of an Agreement with Berry General Engineering Contractors, Inc. for parking lot improvements at various City parks and facilities; and

WHEREAS, a staff report has been presented to the City Council requesting approval of an Agreement with BCT Labs-Vertical Five for engineering and testing services for parking lot improvements at various City parks and facilities; and

WHEREAS, a budget adjustment in the amount of \$117,415 from the General Fund (1000) is requested for this work; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and the resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment in the amount of \$117,415 from the General Fund (1000) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 3rd day of December, 2014.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

EXHIBIT A

**BUDGET AMENDMENT FOR
PARKING LOT IMPROVEMENTS AT VARIOUS PARKS AND FACILITIES
FY 2014/15**

FUND BALANCE ALLOCATION:

Fund Title	Fund-Account Number	Amount
General Fund	1000-5500	\$ 117,415.00
Total		\$ 117,415.00

EXPENDITURE APPROPRIATION:

Account Number	Current Budget	Revision	Amended Budget
1000-7800-7022-9613	\$ -	\$ 117,415.00	\$ 117,415.00
2100-7800-7022-9613	\$ 214,000.00	\$ -	\$ 214,000.00
2100-7800-7022-9630	\$ 100,000.00	\$ -	\$ 100,000.00
2001-7800-7852-9601	\$ 3,200.00	\$ -	\$ 3,200.00
2001-7800-7852-9642	\$ 923,500.00	\$ -	\$ 923,500.00
Total	\$ 1,240,700.00	\$ 117,415.00	\$ 1,358,115.00

Finance Approval: 