

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director
Prepared by: Al Gali, Assistant Engineer *AlG*

DATE: June 24, 2015 (CC Meeting of 07/1/15)

SUBJECT: Consider Award of Contract for the 2015 Pavement Rehabilitation (Project 8002) and a Resolution Amending the Fiscal Year 2015/16 Budget

BACKGROUND

An effective method for pavement maintenance is the periodic application of a protective slurry seal onto the pavement surface of residential streets in the City. The City's objective is to maintain a pavement rehabilitation program where approximately one-third of the residential streets in the City are resurfaced every other year, resulting in each street being slurry sealed once every six years. The decreasing amount of funding available for street maintenance has limited the number of slurry seal projects over the past fifteen years to five, with streets being resurfaced every nine to twelve years. The last slurry seal project was constructed in FY 2012/13.

DISCUSSION

A. Scope of Work

The proposed project will include three types of pavement rehabilitation: A) Type II Slurry for some streets, B) an Asphalt Rubber Aggregate Membrane (ARAM) surface for others, and C) crack seal for non-residential streets. The slurry seal portion of the project will include sealing of existing cracks where required, the application of Type II Slurry and the re-striping of all affected streets subsequent to the application of slurry seal.

The ARAM pavement surface is a type of a cape seal requiring four steps: A) sealing of existing cracks where required, followed by B) the application of an asphalt-rubber binder which is sprayed onto the existing pavement, followed

immediately by C) the spreading of a pre-coated rubber/gravel aggregate which is then "rubber-tire" rolled and embedded into the asphalt-rubber binder, followed several days later by D) a Type II Slurry Seal. The asphalt-rubber binder includes material from recycled tires. An ARAM pavement surface is typically used to improve deteriorated pavement at a lower cost than the traditional asphalt overlay or pavement reconstruction.

Manhole and water valve covers will be adjusted to the new pavement surface as required. An agreement between the City and Ventura County Waterworks District No. 1 provides that the District will reimburse the City for the costs to adjust their sewer manholes and water valve covers.

The project will also crack fill non-residential streets. These local collectors have some cracking, and sealing the cracks will prevent further deterioration.

The streets included in the 2015 Pavement Rehabilitation Project are shown on the maps (Attachment 1) and listed in the charts (Attachment 2).

B. Bid Results and Analysis

Thirteen construction firms obtained the plans and specifications. Of that number, four bids were received and opened on June 18, 2015. The low bidder is All American Asphalt of Corona, California. The low bidder possesses the necessary qualifications and experience to perform the work and additionally, is a responsive and responsible bidder.

A summary of the bid results is listed as follows:

No.	Bidder	Bid
1	All American Asphalt	\$972,500.00
2	Hardy & Harper, Inc.	\$1,055,890.00
3	J & H Engineering	\$1,124,788.00
4	Manhole Adjusting	\$1,273,553.30

The detailed analysis of bids is attached (Attachment 3). The Engineer's estimate is \$1,000,000.

C. Project Schedule

The anticipated project schedule is as follows:

Award of Construction Contract	07/01/2015
Notice to Proceed	08/01/2015
Project Completion	09/30/2015

D. Project Administration and Inspection

Project administration will be performed by City staff with construction inspection to be provided by a consultant. Staff solicited proposals from several qualified inspection consultants and has selected NV5 West, Inc. to provide the inspection services. The City Manager will award a consultant agreement for these services to NV5 West, Inc. in an amount not to exceed \$60,802 with a contingency of \$5,198 for a total cost of \$66,000.

E. Environmental Determination

A notice of exemption for Categorical Exemption for this project has been filed with the County Clerk's Office in accordance with the California Environmental Quality Act.

FISCAL IMPACT

1. Project Cost Estimate

A summary of the total project cost estimate is as follows:

<u>Description</u>	<u>Estimated Cost</u>
Design (In-House)	\$ -
Construction	
Bid Amount	\$ 972,500
10% Contingency	\$ 97,250
Construction Total	<u>\$ 1,069,750</u>
Inspection	\$ 66,000
Project Total	<u>\$ 1,135,750</u>
Waterworks District Reimbursement	\$ (49,020)
CalRecycle Tire Grant Reimbursement	\$ (31,500)
Total Cost to City	<u>\$ 1,055,230</u>

2. Funding Sources

Recycled Tire Grant: Staff applied for and received a \$31,500 grant from the California Department of Resources Recycling and Recovery (CalRecycle) for the use of recycled tires in a rubberized asphalt rehabilitation project. CalRecycle will reimburse the City \$0.50 for each square yard of pavement rehabilitated with the ARAM process. The expected reimbursement from CalRecycle is \$31,500.

Other Funds: A combination of Local Transportation Fund 8A (2603), and Gas Tax Fund (2605) will fund the remainder of the project. Waterworks District will

also reimburse the City \$49,020 for adjusting their manhole and valve covers to the final roadway surface.

The Fiscal Year 2014/15 Capital Improvements Budget includes \$96,320 for the construction of this project. Since the Waterworks District and CalRecycle Tire Grant reimbursements will occur at the completion of the project, an additional \$1,039,430 is required to fund the construction of the project. A resolution amending the budget (Attachment 4) is required to appropriate the additional \$738,000 from Local Transportation 8A Fund (2603), \$269,930 from by Gas Tax Fund (2605), and \$31,500 from Other State Funds (2609). The budget amendment will result in a projected fund balance of \$347,495 for Fund 2603 and \$22,448 for Fund 2605 on June 30, 2016. The Waterworks District reimbursement will be paid to Fund 2605. The CalRecycle Tire Grant reimbursement will be paid to Fund 2609. The proposed revisions to the FY 2015/16 budget are summarized below:

Fund	Current FY 14/15 Budget (\$)	Proposed Change (\$)	Proposed FY 15/16 Budget (\$)
Construction			
2603: Local Transportation 8A		738,000.00	738,000.00
2605: Gas Tax	96,320.00	203,930.00	300,250.00
2609: Other State Funds		31,500.00	31,500.00
Construction Total	96,320.00	973,430.00	1,069,750.00
Inspection			
2605: Gas Tax		66,000.00	66,000.00
Total	96,320.00	1,039,430.00	1,135,750.00

STAFF RECOMMENDATION (ROLL CALL VOTE)

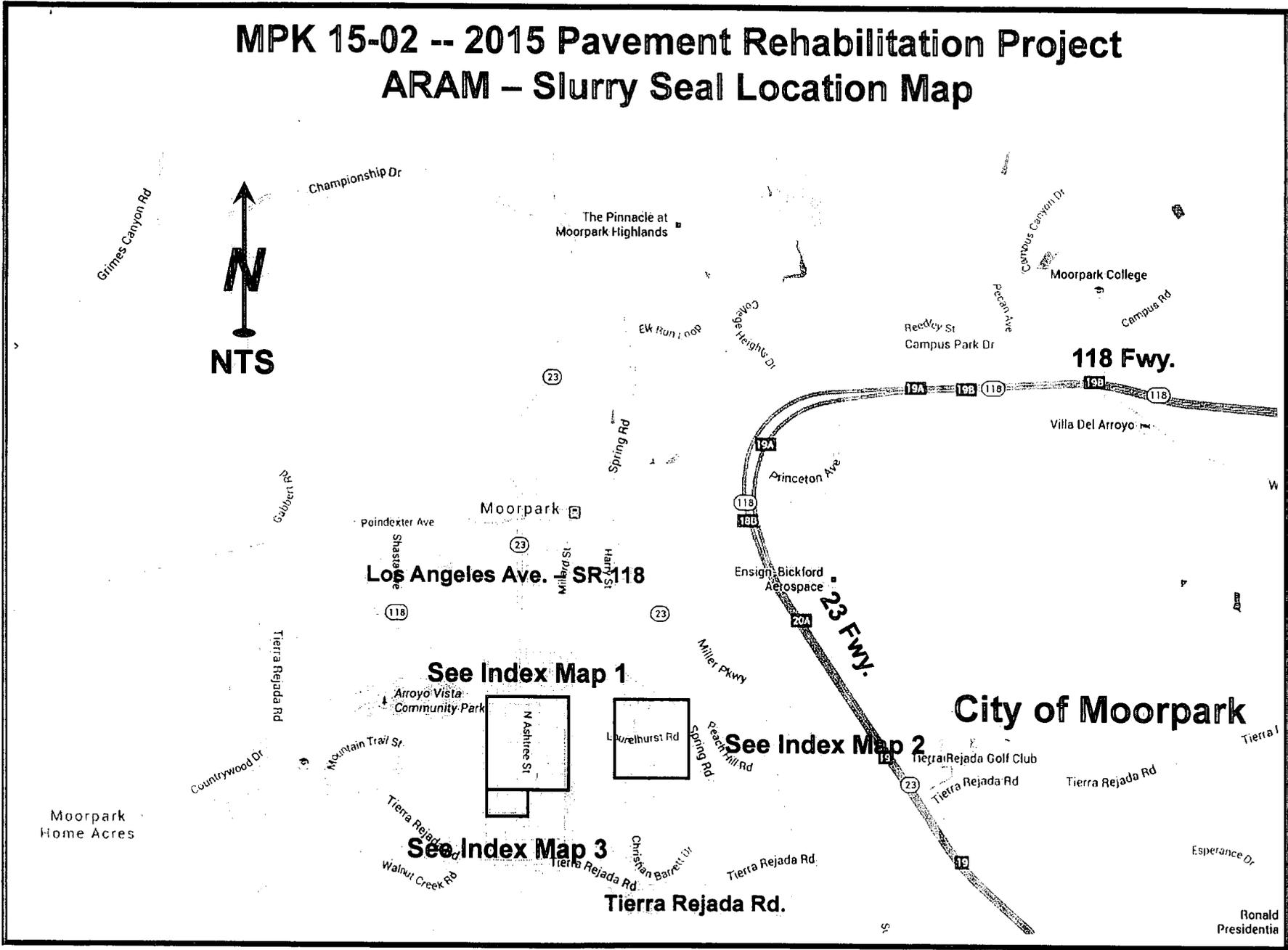
1. Award a construction contract to All American Asphalt, and authorize the City Manager to execute the construction contract in the amount of \$972,500 for the subject project, subject to final language approval by the City Manager and City Attorney.
2. Authorize the City Manager to amend the construction contract for project contingencies in an amount not to exceed \$97,250 if and when the need arises for extra work and services.
3. Award a consultant agreement to NV5 West, Inc. for construction inspection services, and authorize the City Manager to execute the agreement in an amount not to exceed \$60,802, subject to final language approval by the City Manager and City Attorney.
4. Authorize the City Manager to amend the consultant agreement for contingencies in an amount not to exceed \$5,198 if and when the need arises for extra work and services.

5. Adopt Resolution 2015 - _____ amending the Fiscal Year 2015/16 budget to appropriate \$738,000 from Local Transportation 8A Fund (2603), \$269,930 from Gas Tax Fund (2605), and \$31,500 from Other State Funds (2609) for additional construction costs for the subject project.

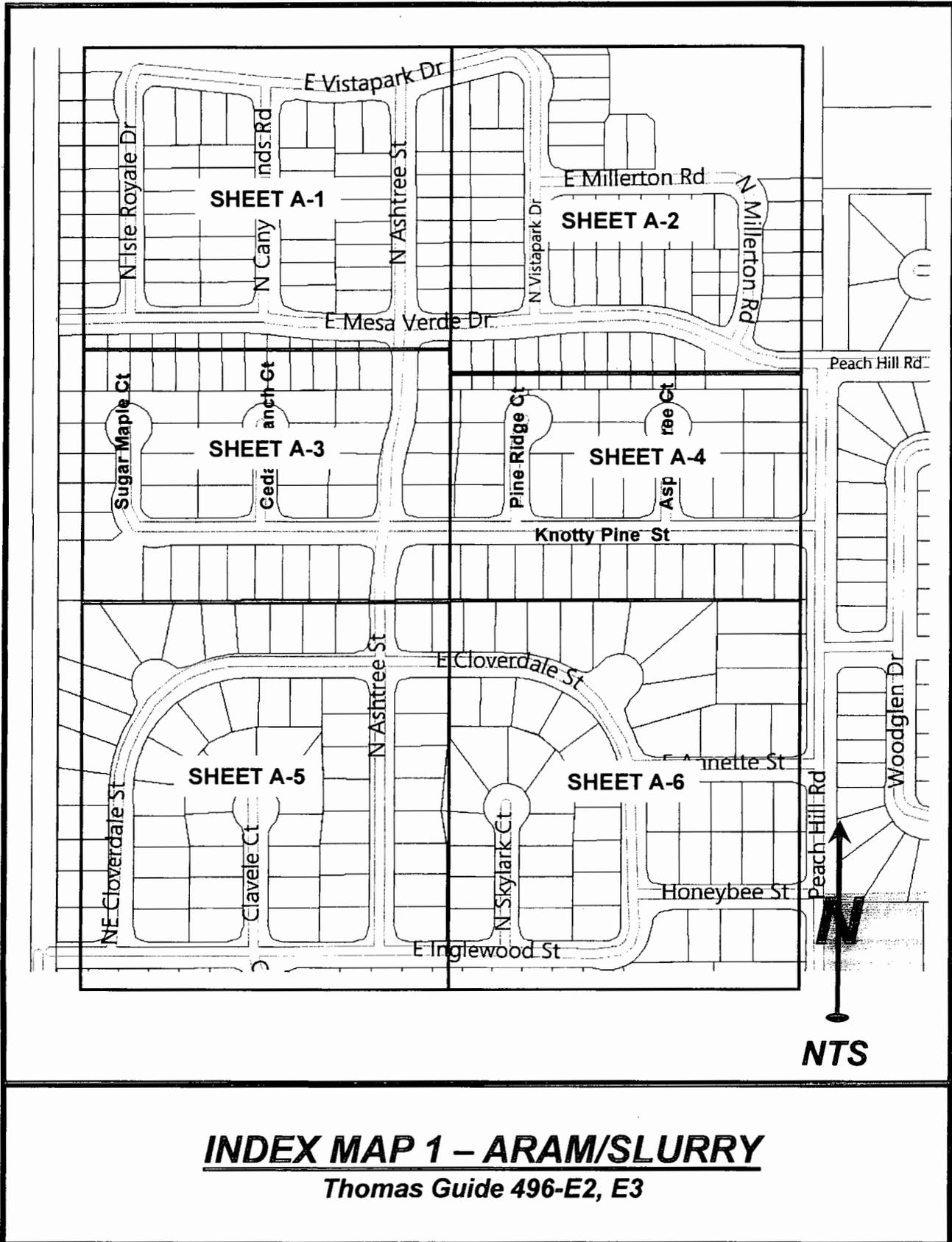
Attachments:

- 1 – Pavement Rehabilitation Location Maps
- 2 – List of Streets
- 3 – Bid Analysis
- 4 – Resolution 2015 - _____
- 5 – Construction Agreement
- 6 – Professional Services Agreement

MPK 15-02 -- 2015 Pavement Rehabilitation Project ARAM – Slurry Seal Location Map



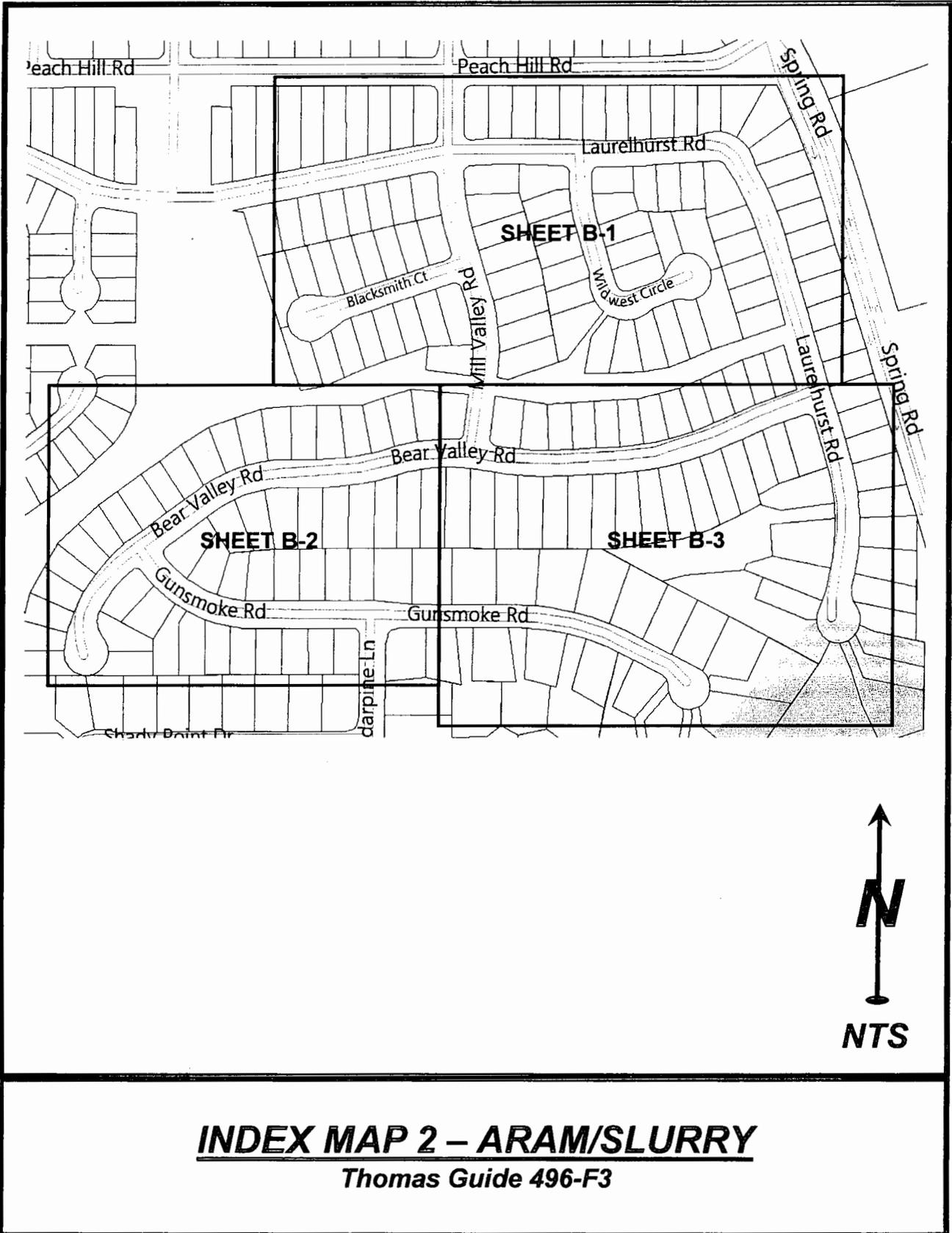
MPK 15-02 -- 2015 Pavement Rehabilitation Project



INDEX MAP 1 - ARAM/SLURRY

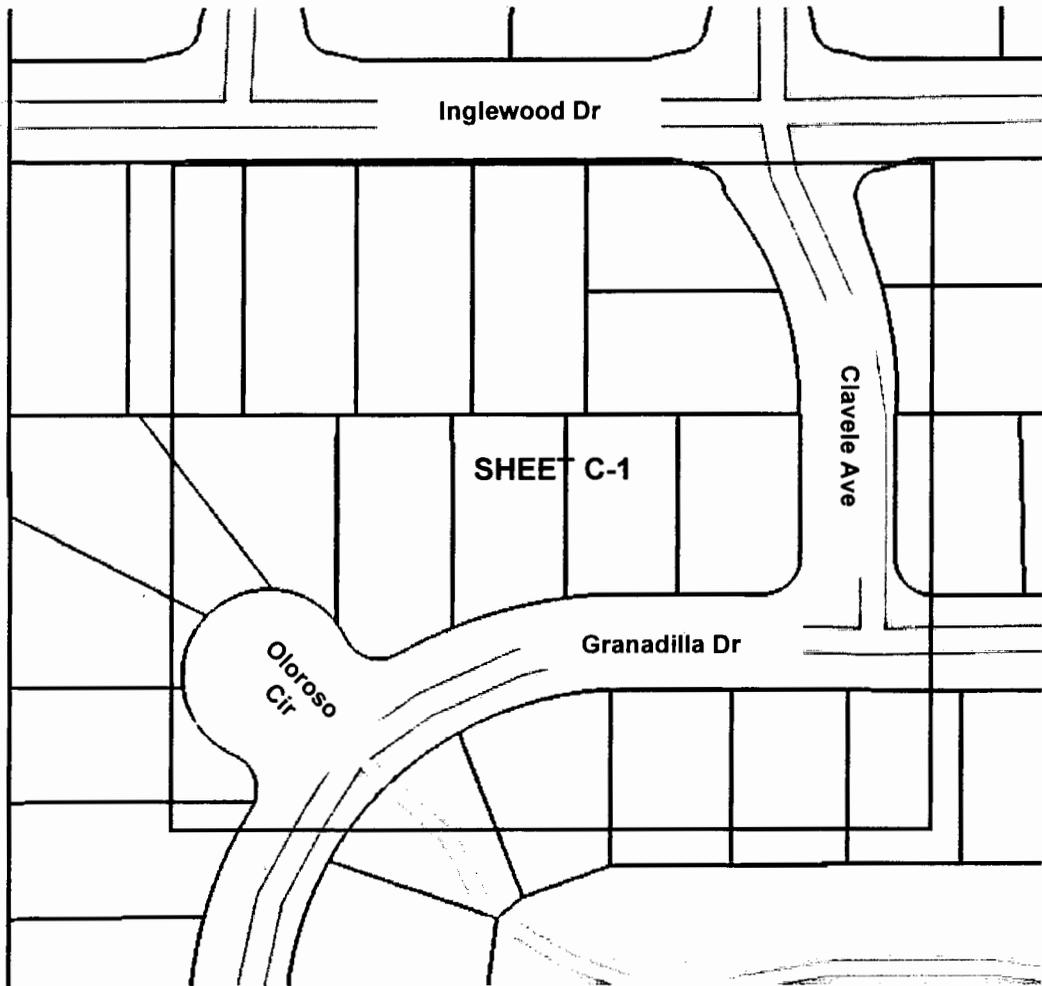
Thomas Guide 496-E2, E3

MPK 15-02 -- 2015 Pavement Rehabilitation Project



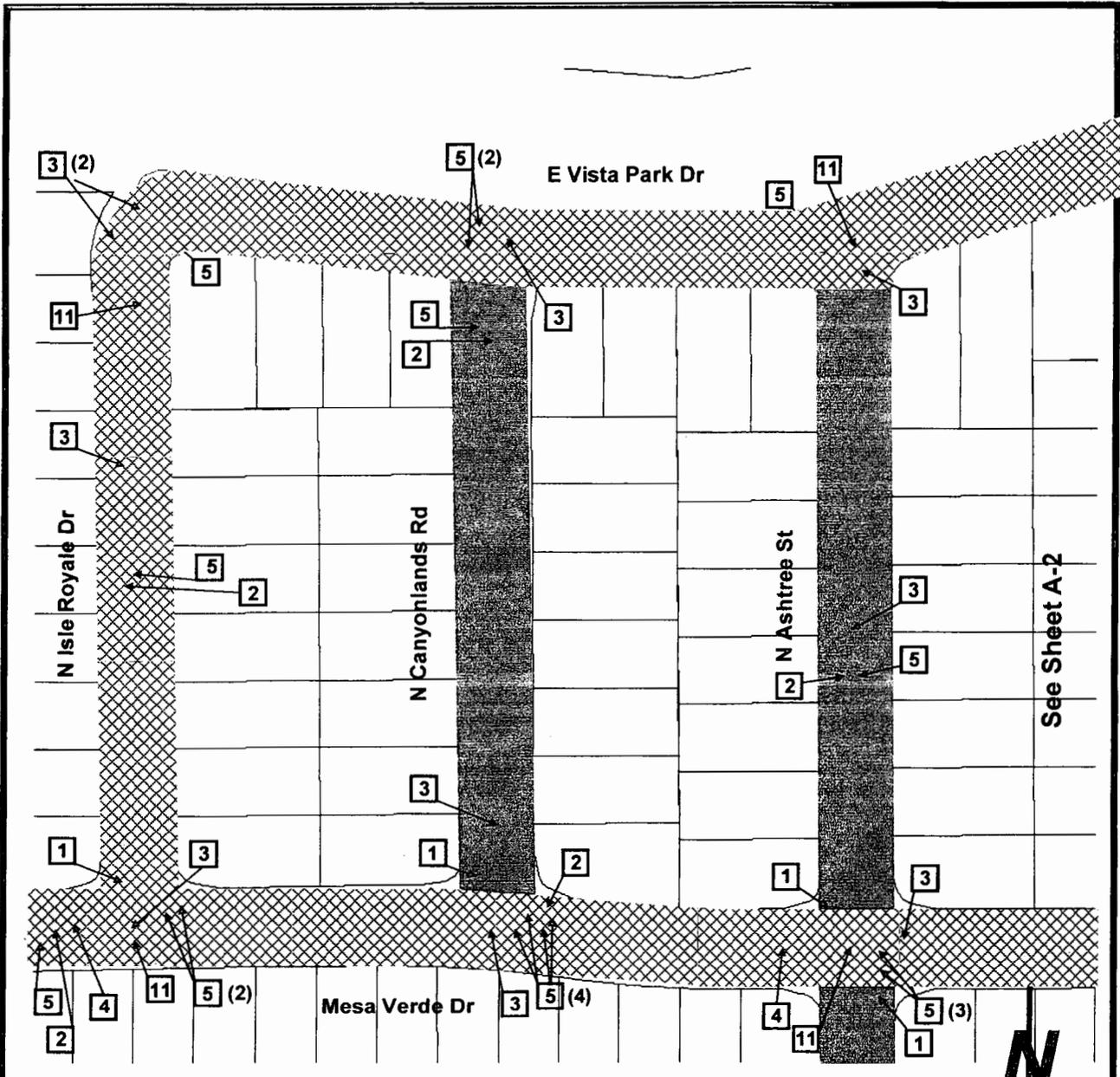
INDEX MAP 2 – ARAM/SLURRY
Thomas Guide 496-F3

MPK 15-02 -- 2015 Pavement Rehabilitation Project



INDEX MAP 3 – ARAM/SLURRY
Thomas Guide 496-E3

MPK 15-02 -- 2015 Pavement Rehabilitation Project



See Sheet A-3

Construction Note:

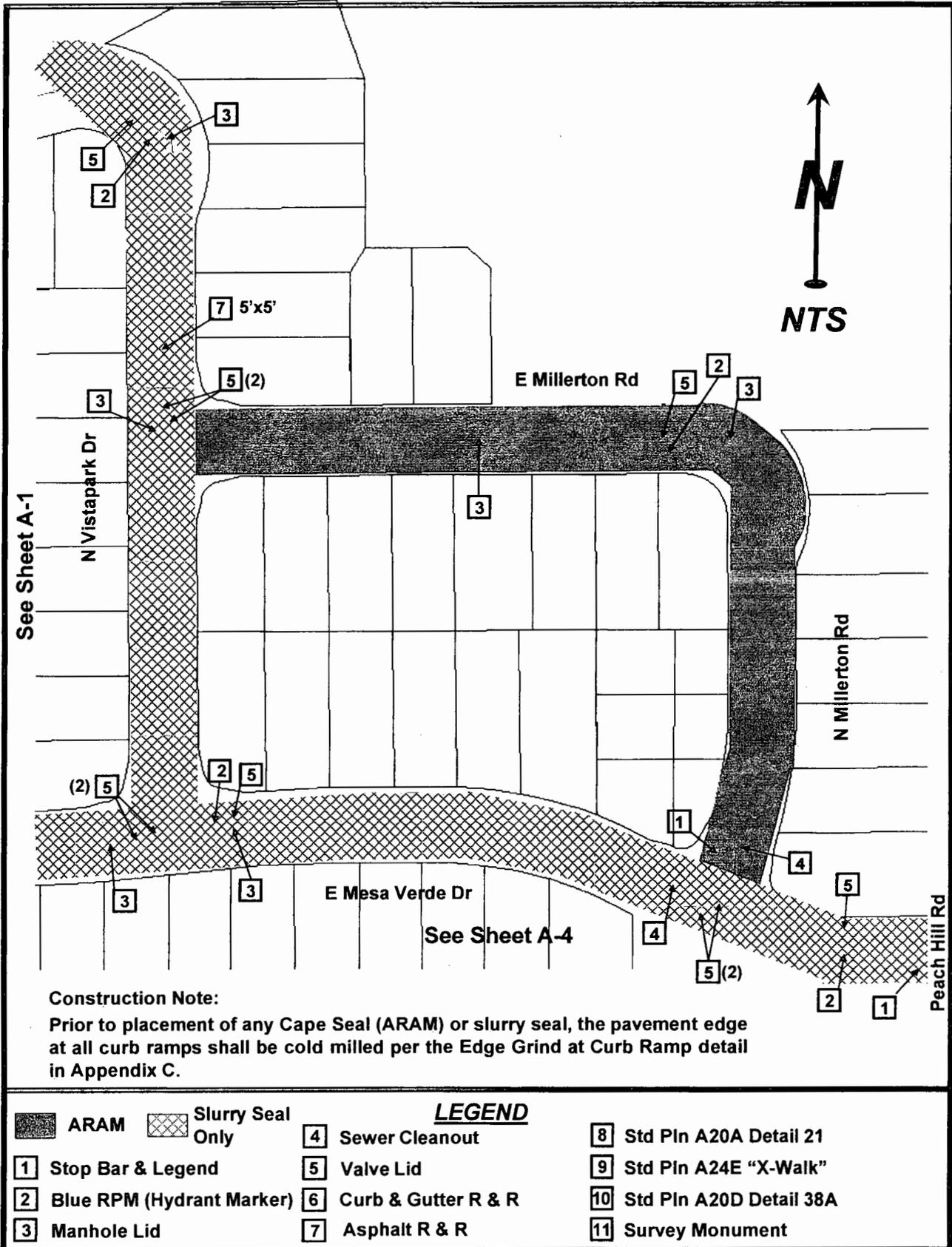
Prior to placement of any Cape Seal (ARAM) or slurry seal, the pavement edge at all curb ramps shall be cold milled per the Edge Grind at Curb Ramp detail in Appendix C.



<u>LEGEND</u>		
ARAM	Slurry Seal Only	4 Sewer Cleanout
1 Stop Bar & Legend	5 Valve Lid	8 Std Pln A20A Detail 21
2 Blue RPM (Hydrant Marker)	6 Curb & Gutter R & R	9 Std Pln A24E "X-Walk"
3 Manhole Lid	7 Asphalt R & R	10 Std Pln A20D Detail 38A
		11 Survey Monument

Sheet A-1

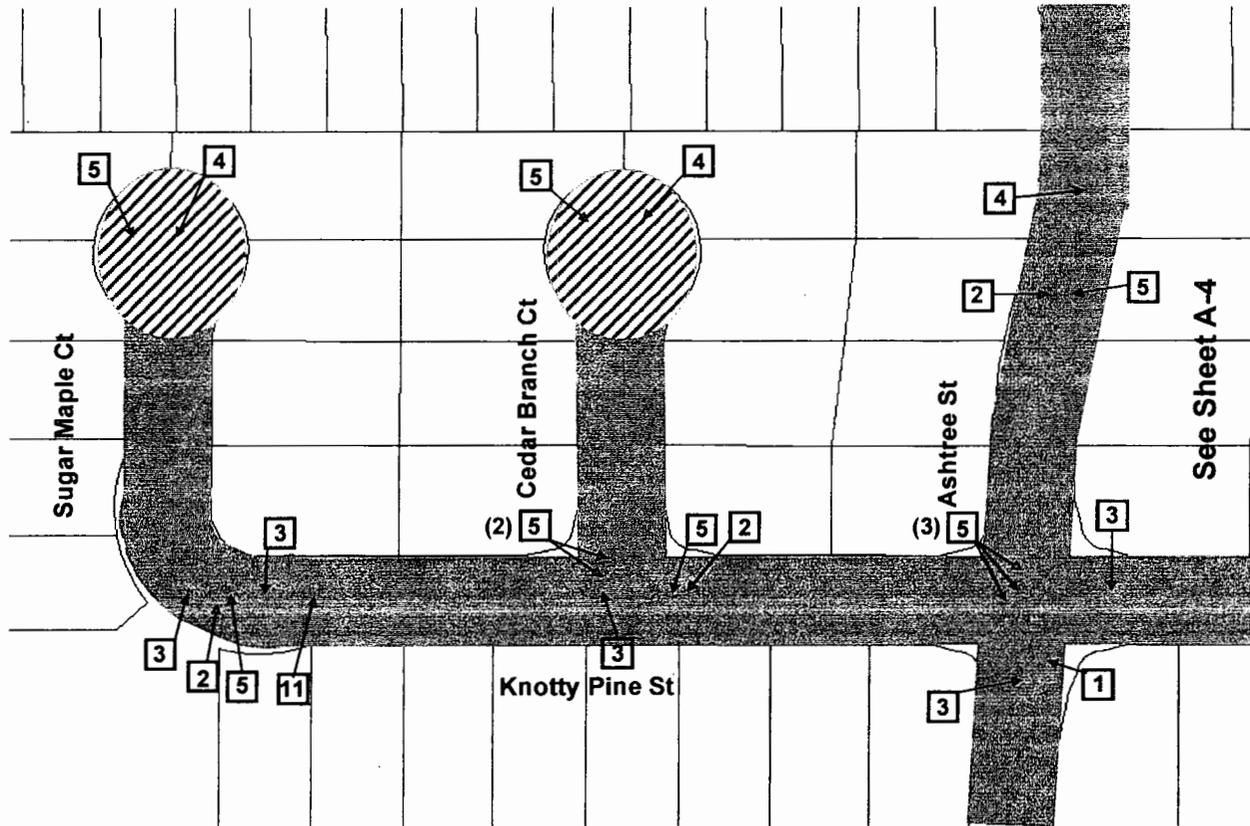
MPK 15-02 -- 2015 Pavement Rehabilitation Project



Sheet A-2

MPK 15-02 – 2015 Pavement Rehabilitation Project

See Sheet A-1



See Sheet A-5

Construction Note:

Prior to placement of any Cape Seal (ARAM) or slurry seal, the pavement edge at all curb ramps shall be cold milled per the Edge Grind at Curb Ramp detail in Appendix C.

 Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein

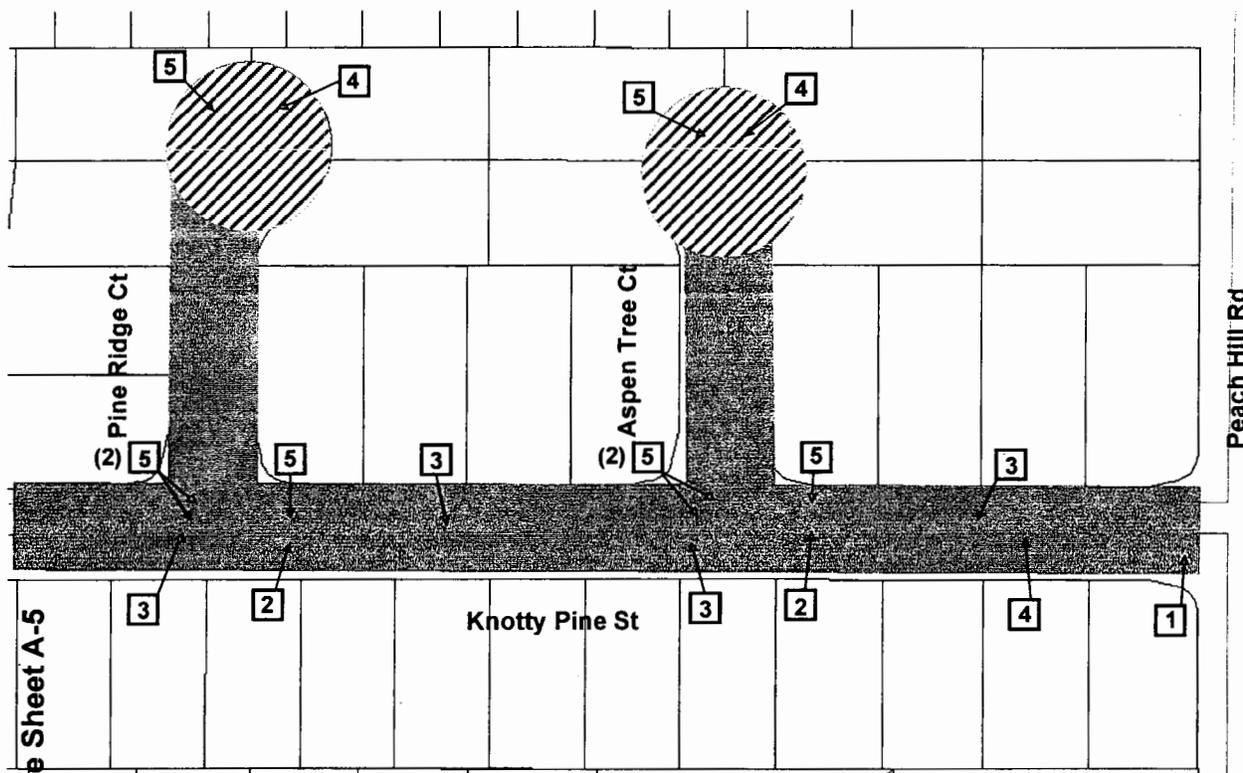


 ARAM	 Slurry Seal Only	LEGEND	
 Stop Bar & Legend	 Sewer Cleanout	 Std Pln A20A Detail 21	
 Blue RPM (Hydrant Marker)	 Valve Lid	 Std Pln A24E "X-Walk"	
 Manhole Lid	 Curb & Gutter R & R	 Std Pln A20D Detail 38A	
	 Asphalt R & R	 Survey Monument	

Sheet A-3

MPK 15-02 -- 2015 Pavement Rehabilitation Project

See Sheet A-2



See Sheet A-6

Construction Note:

Prior to placement of any Cape Seal (ARAM) or slurry seal, the pavement edge at all curb ramps shall be cold milled per the Edge Grind at Curb Ramp detail in Appendix C.



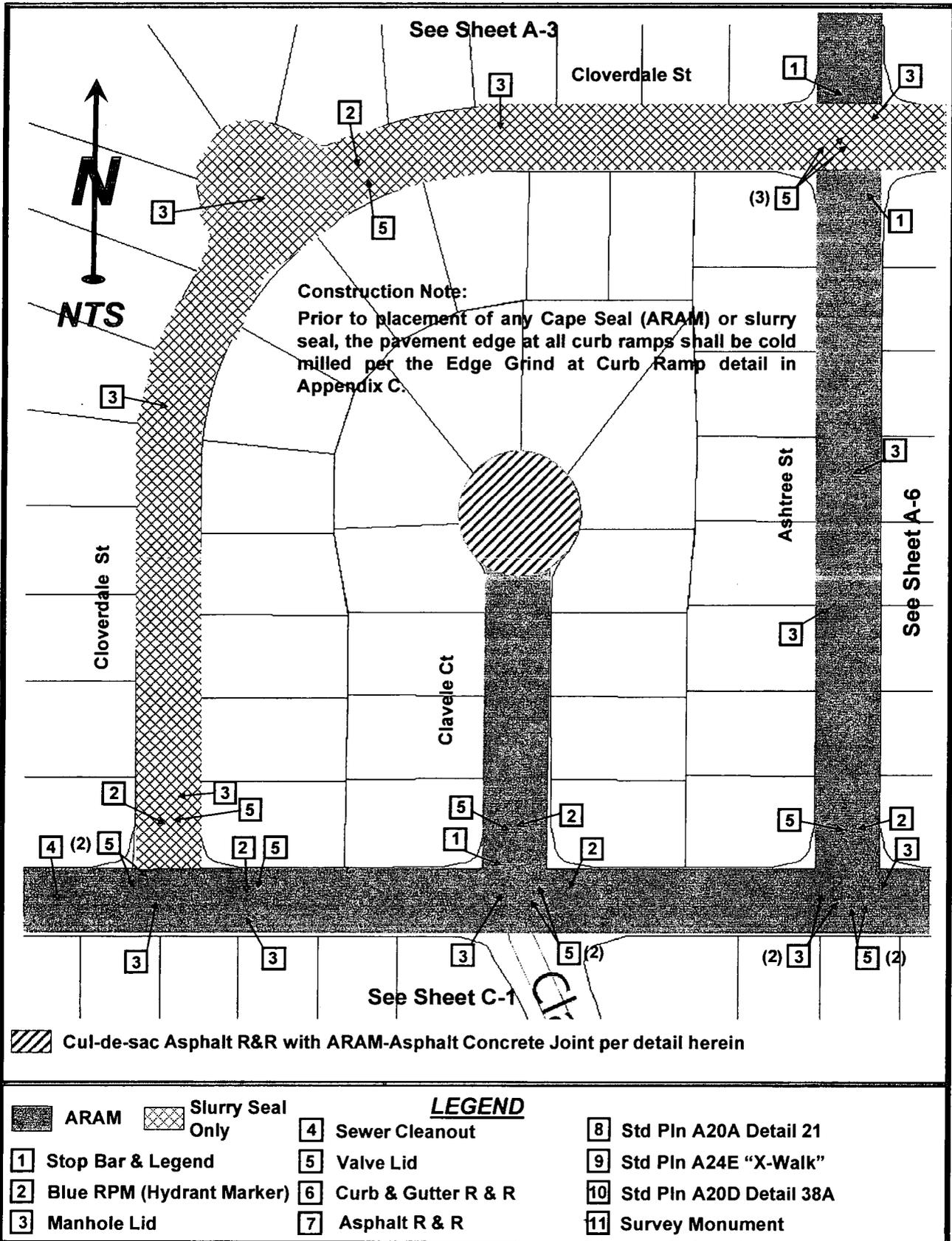
NTS

 Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein

 ARAM		 Slurry Seal Only		LEGEND	
 1	Stop Bar & Legend	 4	Sewer Cleanout	 8	Std Pln A20A Detail 21
 2	Blue RPM (Hydrant Marker)	 5	Valve Lid	 9	Std Pln A24E "X-Walk"
 3	Manhole Lid	 6	Curb & Gutter R & R	 10	Std Pln A20D Detail 38A
		 7	Asphalt R & R	 11	Survey Monument

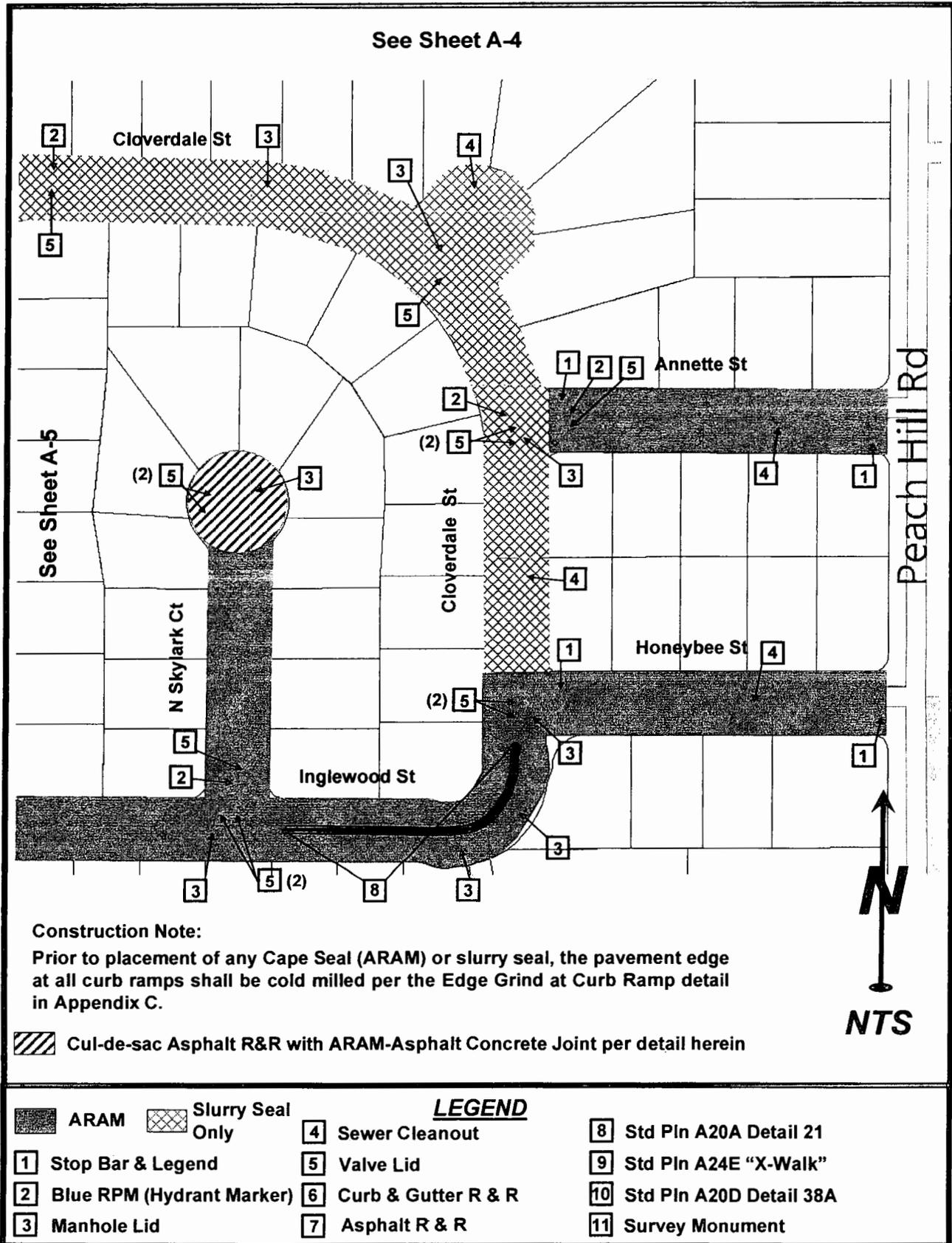
Sheet A-4

MPK 15-02 -- 2015 Pavement Rehabilitation Project



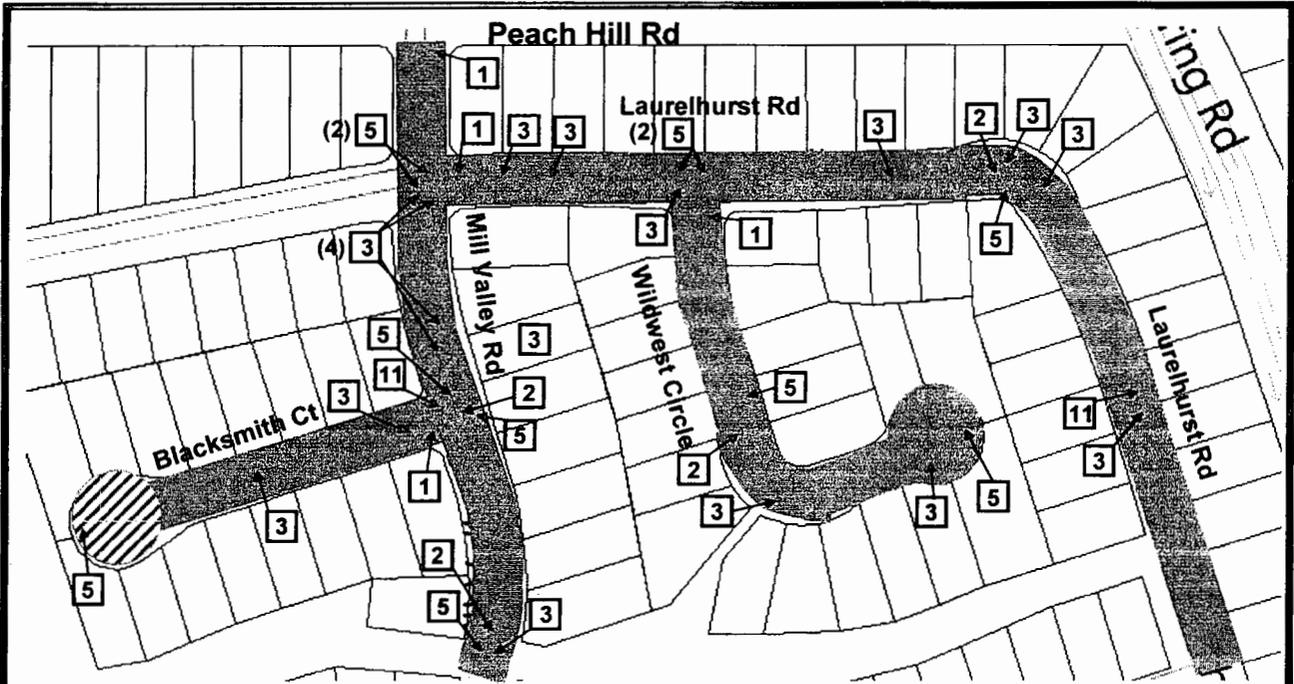
Sheet A-5

MPK 15-02 -- 2015 Pavement Rehabilitation Project



Sheet A-6

MPK 15-02 -- 2015 Pavement Rehabilitation Project



See Sheet B-3

Construction Note:

Prior to placement of any Cape Seal (ARAM) or slurry seal, the pavement edge at all curb ramps shall be cold milled per the Edge Grind at Curb Ramp detail in Appendix C.

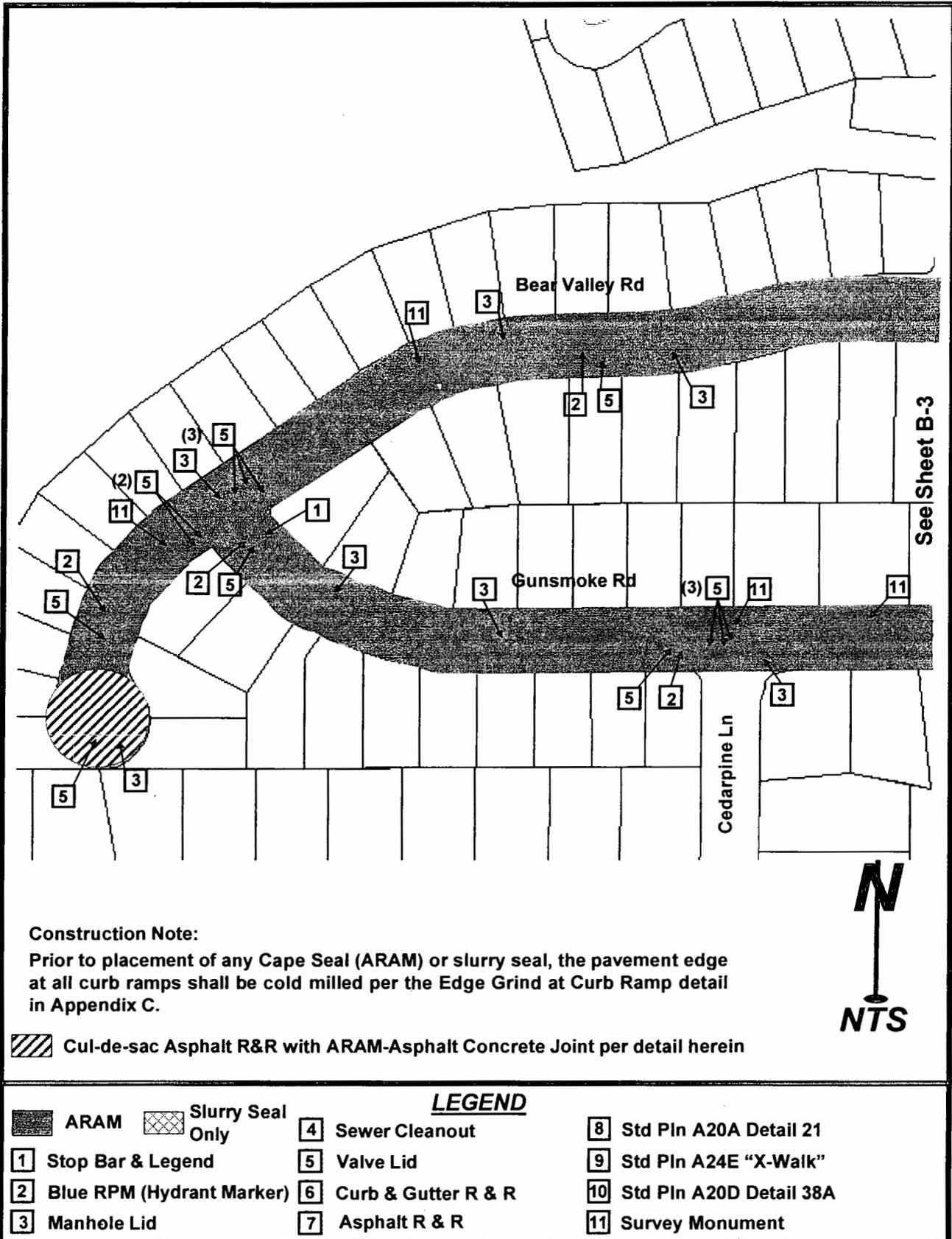
 Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein



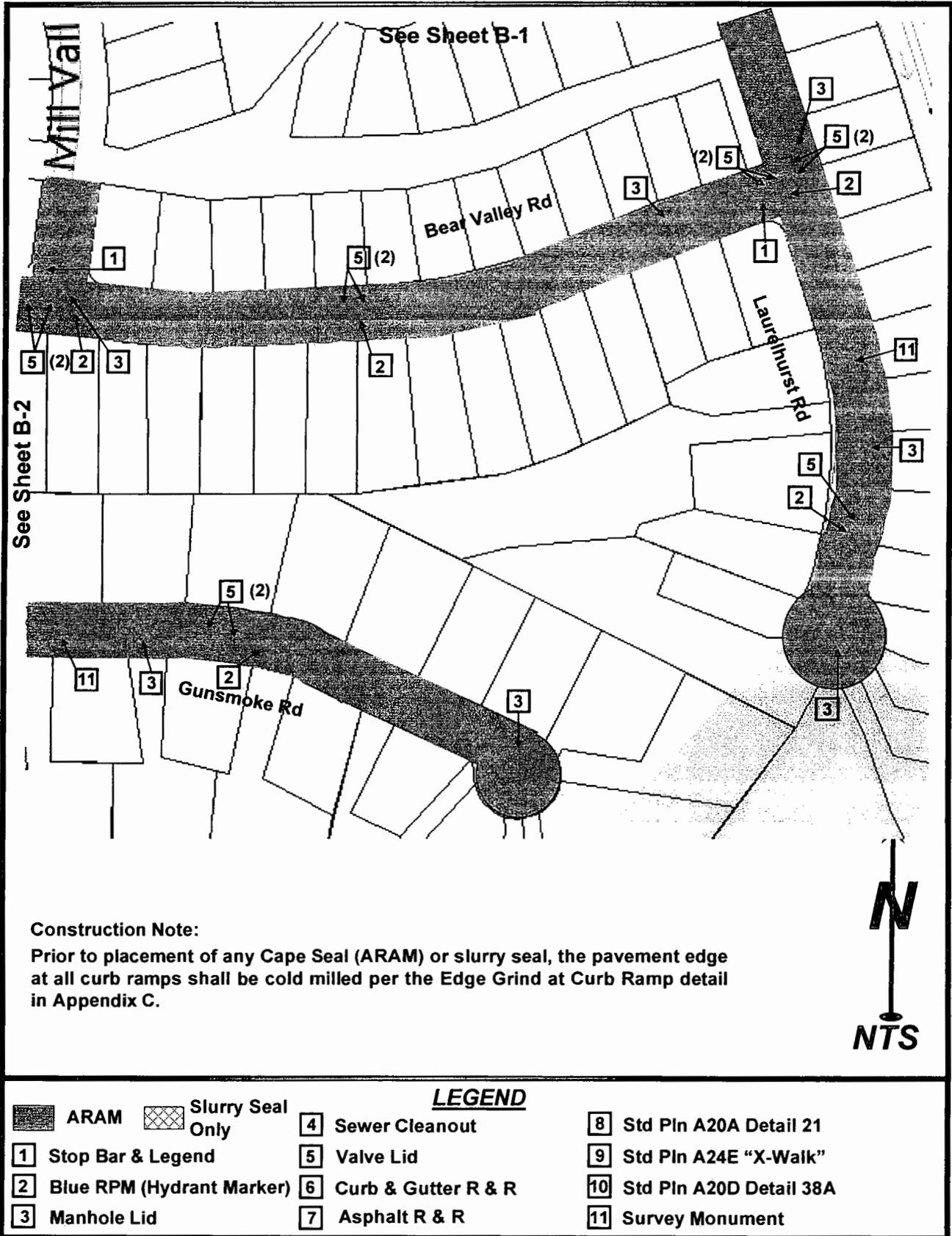
 ARAM	 Slurry Seal Only	LEGEND	
 Stop Bar & Legend	 Sewer Cleanout	 Std Pln A20A Detail 21	
 Blue RPM (Hydrant Marker)	 Valve Lid	 Std Pln A24E "X-Walk"	
 Manhole Lid	 Curb & Gutter R & R	 Std Pln A20D Detail 38A	
	 Asphalt R & R	 Survey Monument	

Sheet B-1

MPK 15-02 -- 2015 Pavement Rehabilitation Project



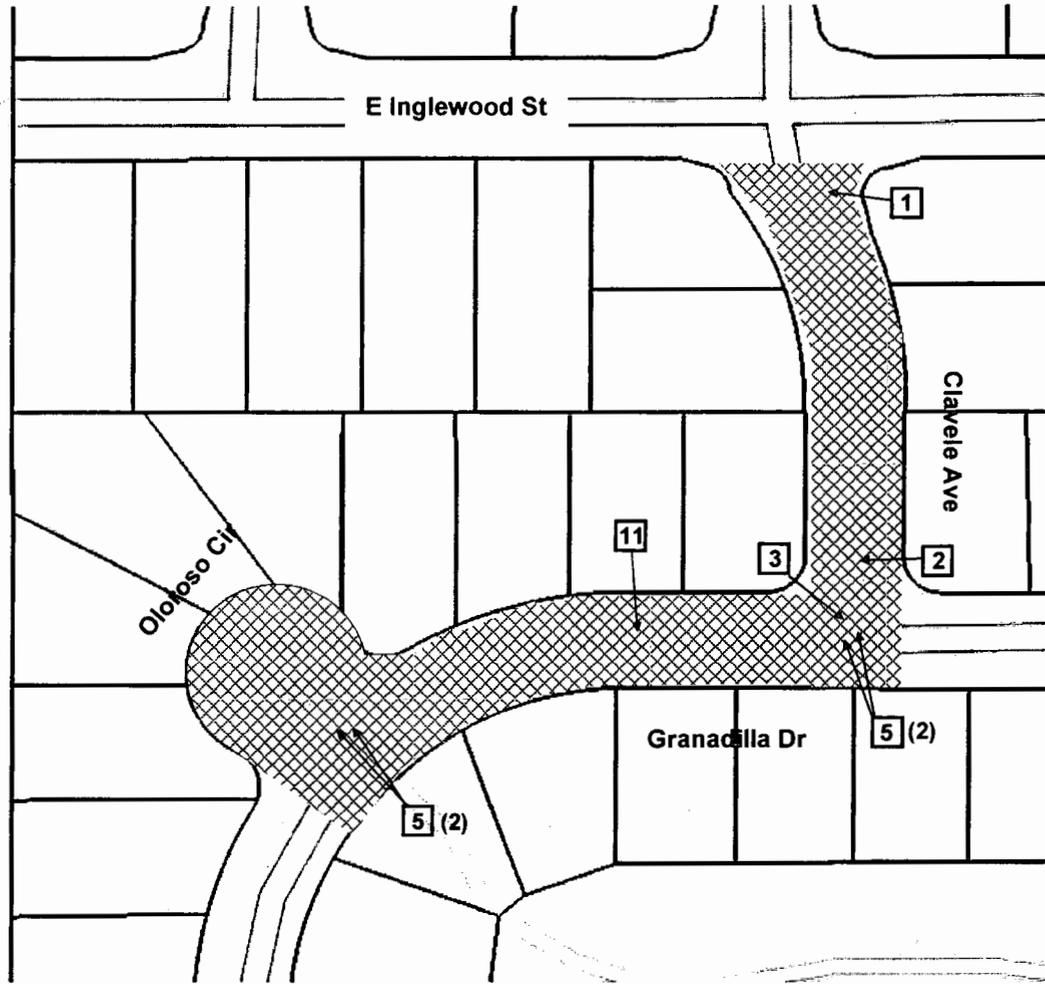
MPK 15-02 -- 2015 Pavement Rehabilitation Project



Sheet B-3

MPK 15-02 -- 2015 Pavement Rehabilitation Project

See Sheet A-5



Construction Note:

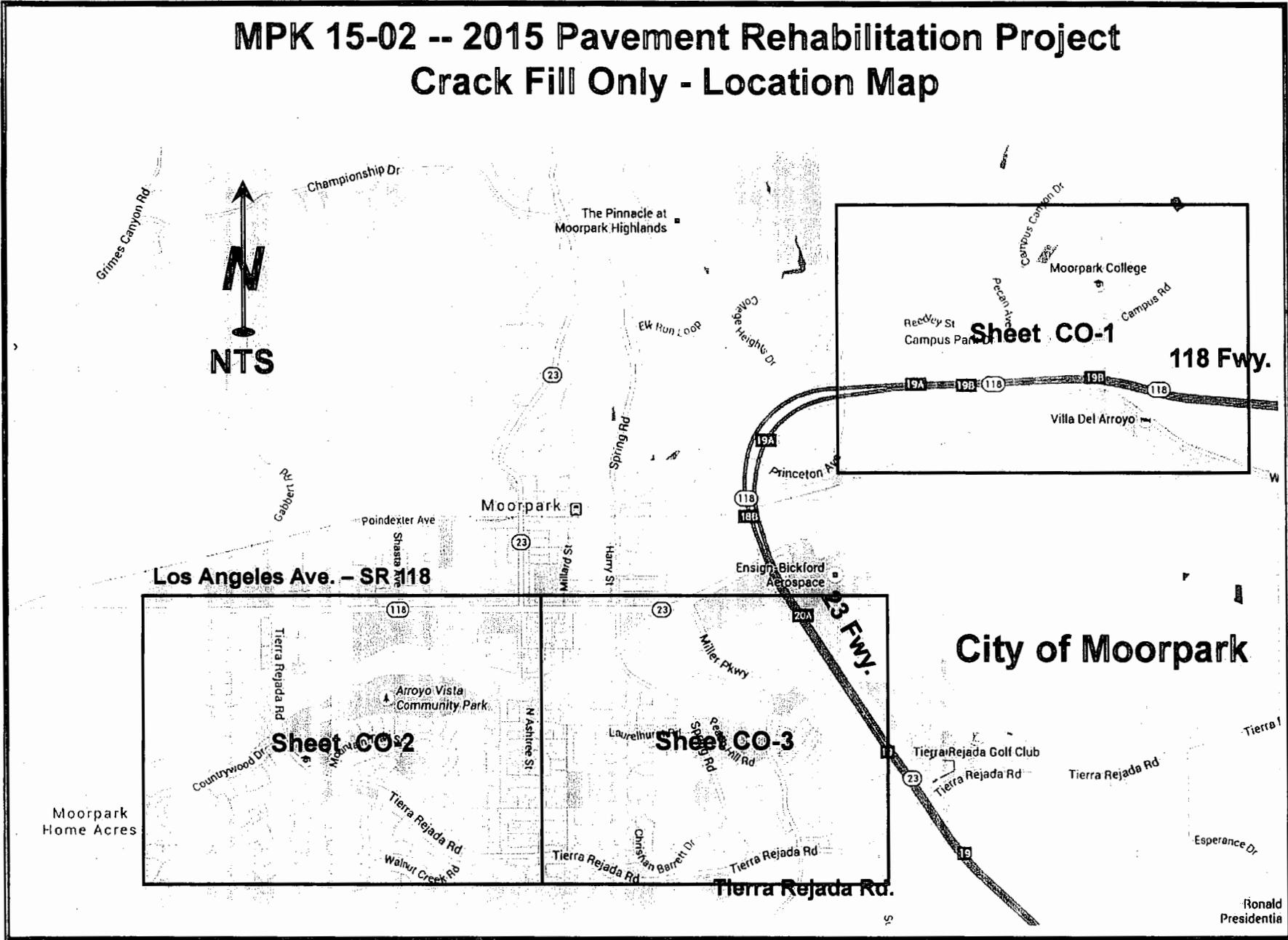
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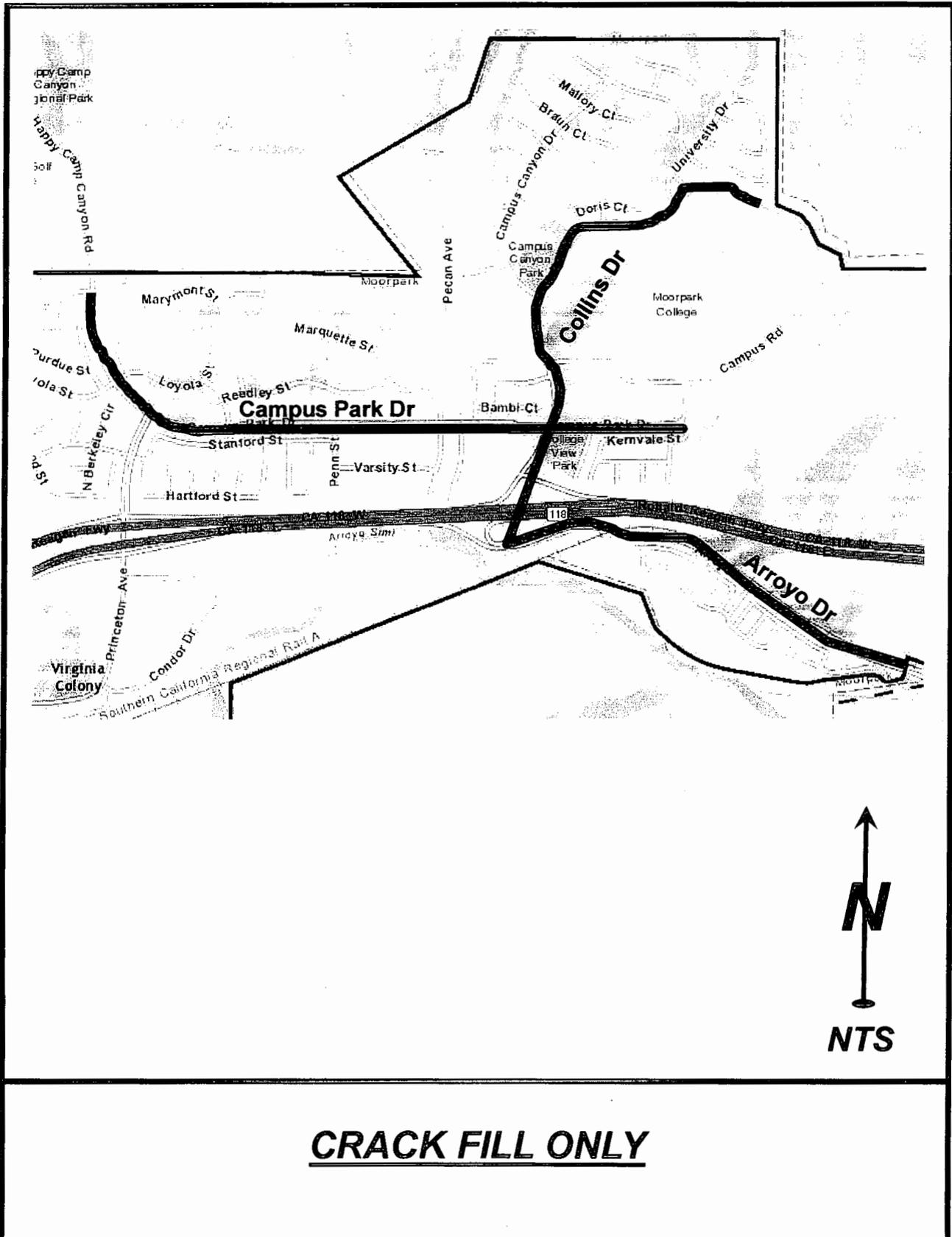
LEGEND

- | | | | |
|------------------------------------|------------------------------|--------------------------------|-----------------------------------|
| ARAM | Slurry Seal Only | 4 Sewer Cleanout | 8 Std Pln A20A Detail 21 |
| 1 Stop Bar & Legend | 5 Valve Lid | 9 Std Pln A24E "X-Walk" | 10 Std Pln A20D Detail 38A |
| 2 Blue RPM (Hydrant Marker) | 6 Curb & Gutter R & R | 11 Survey Monument | |
| 3 Manhole Lid | 7 Asphalt R & R | | |

MPK 15-02 -- 2015 Pavement Rehabilitation Project Crack Fill Only - Location Map

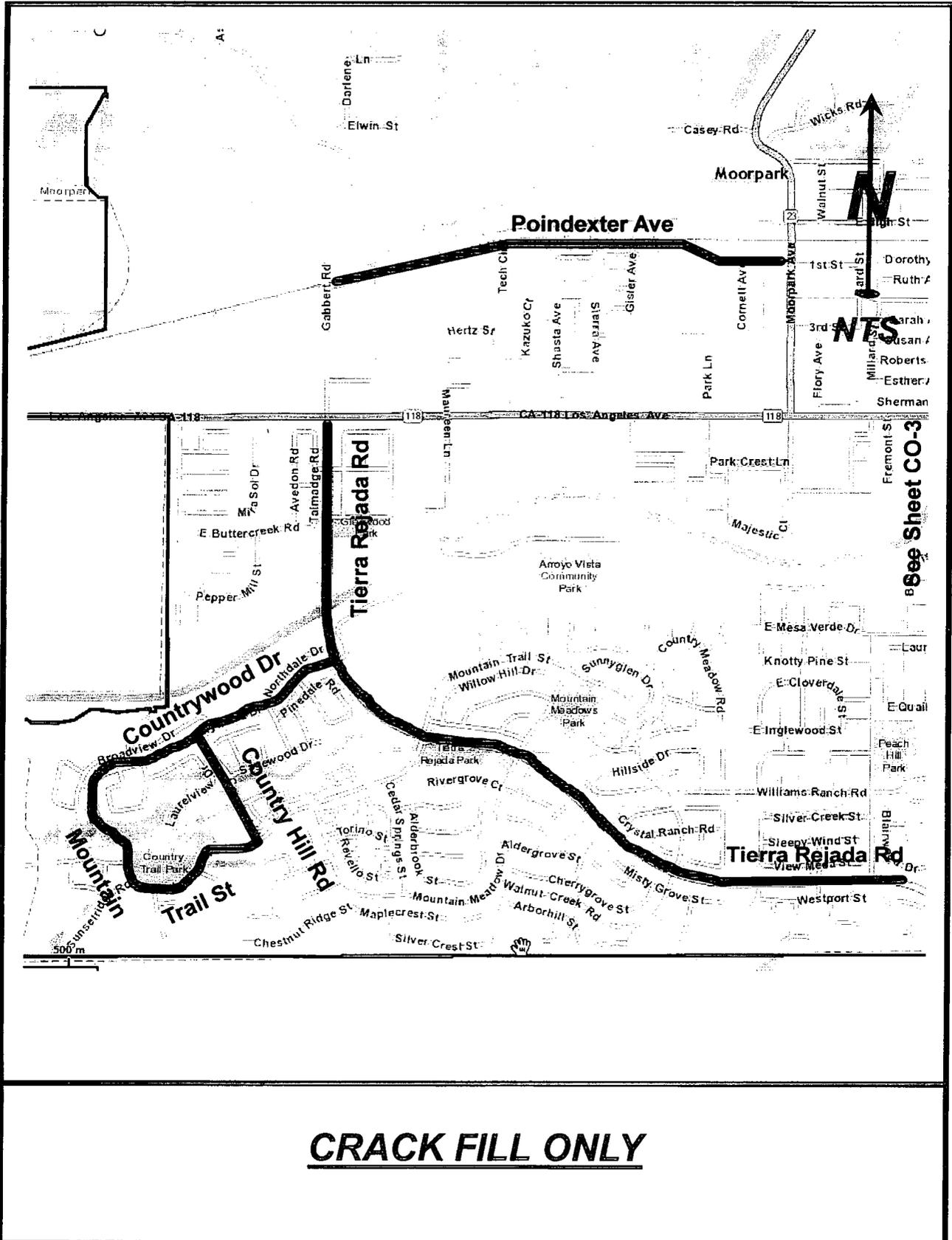


MPK 15-02 -- 2015 Pavement Rehabilitation Project



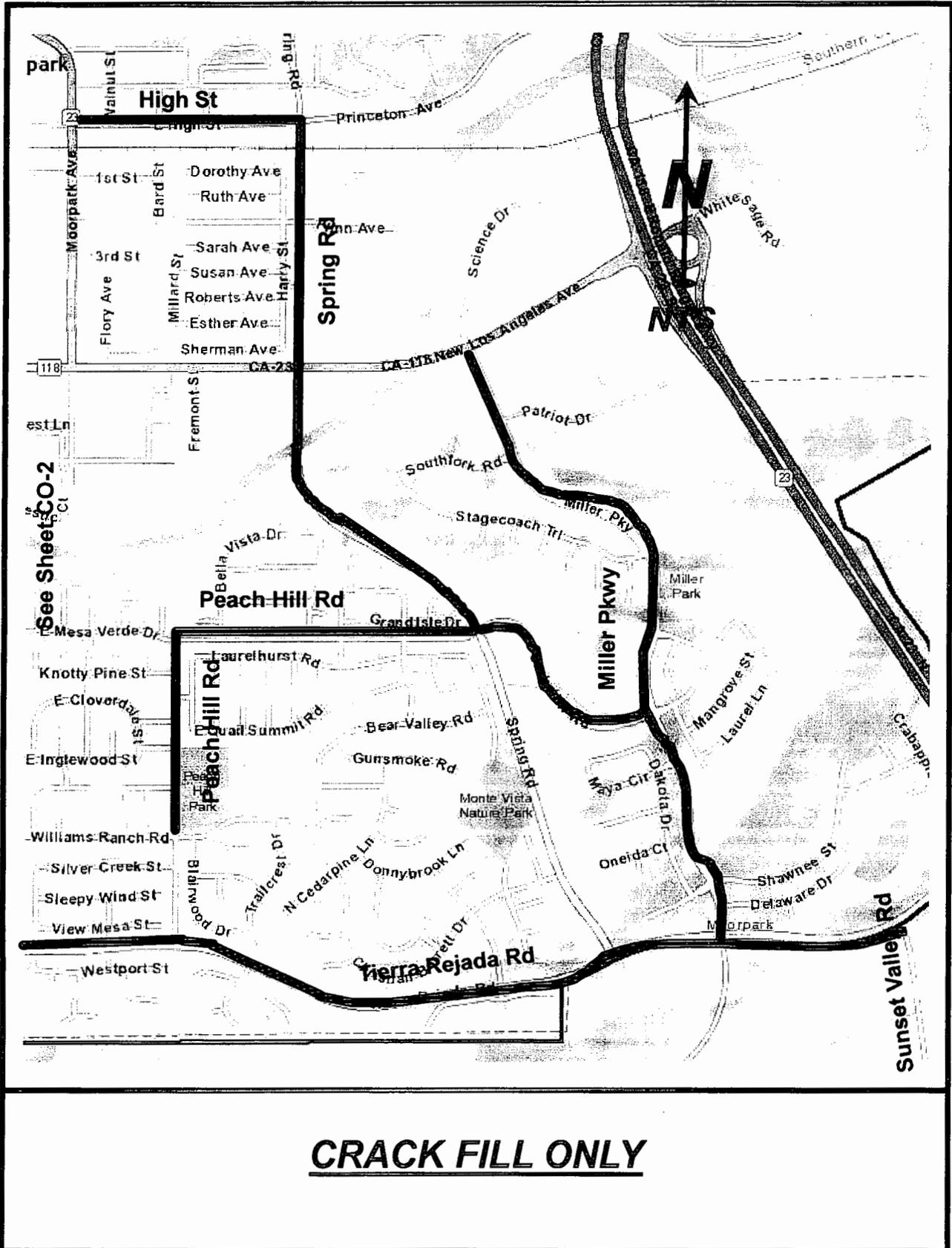
CRACK FILL ONLY

MPK 15-02 -- 2015 Pavement Rehabilitation Project



CRACK FILL ONLY

MPK 15-02 -- 2015 Pavement Rehabilitation Project



List of Streets			Pavement Quantities							Striping, Manholes & Valves														
Street	From	To	Map Pg. No.	Trash Day	ARAM	Slurry	Dimension (L)	Dimension (W)	Culdesac (Dia)	SF	ELT (Type 2 Slurry)	SY (ARAM)	Stop Bar & Legend	Center Line	Crosswalk	Arrows	Manholes	Valves	Blue RPM	Survey	Sewer Clean-Out	Curb & Gutter R&R	AC R & R	
Area 1																								
Laurelhurst Rd	Mill Valley Rd	Cul-de-sac	B-1, B-3	W	X		1,750	34	75	63,041		7,005	1	0	0	0	9	8	3	2	0	0	0	
Bear Valley Rd	Laurelhurst Rd	Cul-de-sac	B-2, B-3	W	X		1,910	34	77	64,940		7,215.56	1	0	0	0	6	14	4	0	0	0	4,654	
Gunsmoke Rd	Bear Valley Rd	Cedarpine Ln	B-2	W	X		760	34		25,840		2,871.11	1	0	0	0	3	5	2	2	0	0	0	
Gunsmoke Rd	Cedarpine Ln	Cul-de-sac	B-3	W	X		600	38	75	27,216		3,023.96	0	0	0	0	2	2	1	1	0	0	0	
Mill Valley Rd	Peach Hill Rd	Bear Valley Rd	B-1, B-3	W	X		770	40		30,800		3,422	2	0	0	0	5	6	3	1	0	0	0	
Wildwest Cir	Laurelhurst Rd	Cul-de-sac	B-1	W	X		540	30	77	20,854		2,317	1	0	0	0	2	2	1	0	0	0	0	
Blacksmith Ct	Mill Valley Rd	Cul-de-sac	B-1	W	X		400	30	77	12,000		1,333.33	1	0	0	0	2	1	0	1	0	0	4,654	
Sub-Total										244,691		27,188												
Area 2																								
Sugar Maple Ct	Knotty Pine St	Cul-de-sac	A-3	F	X		250	34	76	8,500		944	0	0	0	0	0	1	0	0	1	0	4,776	
Cedar Branch Ct	Knotty Pine St	Cul-de-sac	A-3	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Pine Ridge Ct	Knotty Pine St	Cul-de-sac	A-4	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Aspen Tree St	Knotty Pine St	Cul-de-sac	A-4	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Knotty Pine St	Peach Hill Rd	Sugar Maple	A-3, A-4	F	X		1,350	38		51,300		5,700	1	0	0	0	8	13	4	1	1	0	0	
Sub-Total										83,260		9,251												
Area 3																								
Annette St	Peach Hill Rd	Cloverdale St	A-6	F	X		340	33		11,220		1,247	2	0	0	0	0	1	1	0	1	0	0	
Honeybee St	Peach Hill Rd	Cloverdale St	A-6	F	X		320	33		10,560		1,173	2	0	0	0	0	0	0	0	1	0	0	
Ashtree St	Inglewood St	Vista Park Dr		F	X		1,650	33		54,450		6,050	7	0	0	0	4	3	3	0	1	0	0	
Inglewood Ave	Honeybee St	End	A-5, A-6	F	X		1,110	38		42,180		4,687	0	230	0	0	9	9	2	0	1	0	0	
Clavele Ct	Granadilla Dr	Cul-de-sac	A-5	F	X		310	34	79	10,540		1,171	1	0	0	0	0	1	1	0	0	0	4,899	
Skylark Ct	Inglewood Ave	Cul-de-sac	A-6	F	X		310	34	79	10,540		1,171	1	0	0	0	1	3	1	0	0	0	4,899	
Mesa Verde Dr	Peach Hill Rd	End	A-1, A-2	F	X		1,500	38		57,000	43.9		1	0	0	0	5	15	4	2	3	0	0	
Canyonlands Rd	Mesa Verde Dr	Vista Park Dr	A-1	F	X		450	33		14,850		1,650	1	0	0	0	1	1	1	0	0	0	0	
Millerton Rd	Mesa Verde Dr	Vista Park Dr	A-2	F	X		700	33		23,100		2,567	1	0	0	0	2	1	1	0	1	0	0	
Isle Royale Dr	Mesa Verde Dr	Vista Park Dr	A-1	F	X		500	33		16,500	12.7		1	0	0	0	3	2	1	1	0	0	0	
Vista Park Dr	Isle Royale Dr	Mesa Verde Dr	A-1, A-2	F	X		1300	35		45,500	35.0		1	0	0	0	4	6	1	1	0	0	25	
Cloverdale	Inglewood Ave	Honeybee St		F	X		1900	35		66,500	51.2		0	0	0	0	9	11	4	0	2	0	0	
Sub-Total										362,940		19,716												
Area 4																								
Clavele Ave	Inglewood Ave	Granadilla Dr	C-1	M	X		240	35		8,400	6.5		1	0	0	0	0	0	1	0	0	0	0	
Granadilla Dr	Clavele Ave	Oloroso Ct	C-1	M	X		340	36		12,240	9.4		0	0	0	0	1	4	0	1	0	0	0	
Oloroso Cir	Granadilla Dr	Cul-de-sac	C-1	M	X		15	67	78	5,781	4.5		0	0	0	0	0	0	0	0	0	0	0	
Sub-Total										517,861														
Total										1,208,751	163	56,155	27	230	0	0	76	112	39	13	15	0	38,236	
										SF	ELT	SY	EA	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA

* A-1, A-3, A-5

List of Streets			Pavement Quantities							Striping, Manholes & Valves														
Street	From	To	Map Pg. No.	Trash Day	ARAM	Slurry	Dimension (L)	Dimension (W)	Culdesac (Dia)	SF	ELT (Type 2 Slurry)	SY (ARAM)	Stop Bar & Legend	Center Line	Crosswalk	Arrows	Manholes	Valves	Blue RPM	Survey	Sewer Clean-Out	Curb & Gutter R&R	AC R & R	
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Bear Valley Rd	Laurelhurst Rd	Cul-de-sac	B-2, B-3	W	X		1,910	34	77	64,940		7,215.56	1	0	0	0	6	14	4	0	0	0	4,654	
Gunsmoke Rd	Bear Valley Rd	Cedarpine Ln	B-2	W	X		760	34		25,840		2,871.11	1	0	0	0	3	5	2	2	0	0	0	
Gunsmoke Rd	Cedarpine Ln	Cul-de-sac	B-3	W	X		600	38	75	27,216		3,023.96	0	0	0	0	2	2	1	1	0	0	0	
Mill Valley Rd	Peach Hill Rd	Bear Valley Rd	B-1, B-3	W	X		770	40		30,800		3,422	2	0	0	0	5	6	3	1	0	0	0	
Wildwest Cir	Laurelhurst Rd	Cul-de-sac	B-1	W	X		540	30	77	20,854		2,317	1	0	0	0	2	2	1	0	0	0	0	
Blacksmith Ct	Mill Valley Rd	Cul-de-sac	B-1	W	X		400	30	77	12,000		1,333.33	1	0	0	0	2	1	0	1	0	0	4,654	
Sub-Total										244,691		27,188												
Area 2																								
Sugar Maple Ct	Knotty Pine St	Cul-de-sac	A-3	F	X		250	34	78	8,500		944	0	0	0	0	0	1	0	0	1	0	4,776	
Cedar Branch Ct	Knotty Pine St	Cul-de-sac	A-3	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Pine Ridge Ct	Knotty Pine St	Cul-de-sac	A-4	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Aspen Tree St	Knotty Pine St	Cul-de-sac	A-4	F	X		230	34	78	7,820		869	0	0	0	0	0	1	0	0	1	0	4,776	
Knotty Pine St	Peach Hill Rd	Sugar Maple	A-3, A-4	F	X		1,350	38		51,300		5,700	1	0	0	0	8	13	4	1	1	0	0	
Sub-Total										83,260		9,251												
Area 3																								
Annette St	Peach Hill Rd	Cloverdale St	A-6	F	X		340	33		11,220		1,247	2	0	0	0	0	1	1	0	1	0	0	
Honeybee St	Peach Hill Rd	Cloverdale St	A-6	F	X		320	33		10,560		1,173	2	0	0	0	0	0	0	0	1	0	0	
Ashtree St	Inglewood St	Vista Park Dr	*	F	X		1,650	33		54,450		6,050	7	0	0	0	4	3	3	0	1	0	0	
Inglewood Ave	Honeybee St	End	A-5, A-6	F	X		1,110	38		42,180		4,687	0	230	0	0	9	9	2	0	1	0	0	
Clavele Ct	Granadilla Dr	Cul-de-sac	A-5	F	X		310	34	79	10,540		1,171	1	0	0	0	0	1	1	0	0	0	4,899	
Skylark Ct	Inglewood Ave	Cul-de-sac	A-6	F	X		310	34	79	10,540		1,171	1	0	0	0	1	3	1	0	0	0	4,899	
Mesa Verde Dr	Peach Hill Rd	End	A-1, A-2	F	X		1,500	38		57,000	43.9		1	0	0	0	5	15	4	2	3	0	0	
Canyonlands Rd	Mesa Verde Dr	Vista Park Dr	A-1	F	X		450	33		14,850		1,650	1	0	0	0	1	1	1	0	0	0	0	
Millerton Rd	Mesa Verde Dr	Vista Park Dr	A-2	F	X		700	33		23,100		2,567	1	0	0	0	2	1	1	0	1	0	0	
Isle Royale Dr	Mesa Verde Dr	Vista Park Dr	A-1	F	X		500	33		16,500	12.7		1	0	0	0	3	2	1	1	0	0	0	
Vista Park Dr	Isle Royale Dr	Mesa Verde Dr	A-1, A-2	F	X		1300	35		45,500	35.0		1	0	0	0	4	6	1	1	0	0	25	
Cloverdale	Inglewood Ave	Honeybee St		F	X		1900	35		66,500	51.2		0	0	0	0	9	11	4	0	2	0	0	
Sub-Total										362,940		19,716												
Area 4																								
Clavele Ave	Inglewood Ave	Granadilla Dr	C-1	M	X		240	35		8,400	6.5		1	0	0	0	0	0	1	0	0	0	0	
Granadilla Dr	Clavele Ave	Oloroso Ct	C-1	M	X		340	36		12,240	9.4		0	0	0	0	1	4	0	1	0	0	0	
Oloroso Cir	Granadilla Dr	Cul-de-sac	C-1	M	X		15	67	78	5,781	4.5		0	0	0	0	0	0	0	0	0	0	0	
Sub-Total										517,861														
* A-1, A-3, A-5																								
Total										1,208,751	163	56,155	27	230	0	0	76	112	39	13	15	0	38,236	
										SF	ELT	SY	EA	LF	EA	EA	EA	EA	EA	EA	EA	EA	EA	SF

2015 Pavement Rehabilitation MPK 15-02							
Owner: City of Moorpark							
Bid Opening: 6/18/2015				Engineer's Estimate		All American Asphalt	
						400 E. Sixth Street Corona, CA 92879	
Schedule of Work						License #:267073	
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total
1	Traffic Control	1	LS			\$125,756.00	\$125,756.00
2	Stormwater Pollution Control Plan	1	LS			\$6,000.00	\$6,000.00
3	Pavement Surface Preparation and Crack Seal streets receiving Cape Seal and Slurry Seal	1	LS			\$60,000.00	\$60,000.00
4	Cape Seal (ARAM) including Slurry Seal (Type II)	56,200	SY			\$6.75	\$379,350.00
5	Slurry Seal (Type II)	163	ELT			\$375.00	\$61,125.00
6	Remove and Replace 4" Asphalt Concrete	38,780	SF			\$3.35	\$129,913.00
7	Remove and Replace 1.75" Asphalt Concrete	11,500	SF			\$1.50	\$17,250.00
8	Remove and Replace Concrete Curb and Gutter	270	LF			\$70.00	\$18,900.00
9	Stop Bar and STOP legend	27	EA			\$335.00	\$9,045.00
10	Blue Pavement Marker	39	EA			\$25.00	\$975.00
11	Caltrans Standard Plan A20A Detail 21	230	LF			\$5.50	\$1,265.00
12	Adjust Manhole Frame and Cover	76	EA			\$350.00	\$26,600.00
13	Adjust Valve Cover	112	EA			\$160.00	\$17,920.00
14	Adjust Survey Monument Cover	13	EA			\$300.00	\$3,900.00
15	Adjust Sewer Clean-out	15	EA			\$300.00	\$4,500.00
16	Crack Fill Only Peach Hill Rd from Miller Pkwy to Mesa Verde	1	LS			\$10,000.00	\$10,000.00
17	Crack Fill Only Peach Hill Rd from Mesa Verde to Christian Barrett	1	LS			\$5,000.00	\$5,000.00
18	Crack Fill Only Tierra Rejada Rd from Los Angeles Ave to Sunset Valley	1	LS			\$15,000.00	\$15,000.00
19	Crack Fill Only Campus Park Dr from Cambridge to Beragan	1	LS			\$10,000.00	\$10,000.00
20	NOT USED						\$0.00
21	Crack Fill Only Collins Dr from Arroyo Dr to University Dr. (Easterly)	1	LS			\$10,000.00	\$10,000.00
22	Crack Fill Only Countrywood Dr from Tierra Rejada Rd to Woodhill Dr	1	LS			\$5,000.00	\$5,000.00
23	Crack Fill Only Mountain Trail St from Woodhill Dr to Country Hill Rd	1	LS			\$5,000.00	\$5,000.00
24	Crack Fill Only Country Hill Rd from Countrywood Dr to Mountain Trail St	1	LS			\$5,000.00	\$5,000.00
25	Crack Fill Only Poindexter Ave from Gabbert to Moorpark Ave	1	LS			\$10,000.00	\$10,000.00
26	Crack Fill Only High St from Moorpark Ave to Spring Rd	1	LS			\$5,000.00	\$5,000.00
27	Crack Fill Only Arroyo Dr from Collins to eastern City limit	1	LS			\$10,000.00	\$10,000.00
28	Crack Fill Only Spring Rd from Peach Hill to High Street	1	LS			\$10,000.00	\$10,000.00
28A	Crack Fill Only Miller Pkwy Los Angeles Ave to Tierra Rejada Rd	1	LS			\$10,000.00	\$10,000.00
29	Release on Contract	1	LS			\$1.00	\$1.00
Bid				Total		\$0.00	Total
Total Bid Amount							\$972,500.00
						Bid Received	\$972,500.00
						Bid Difference	\$0.00
Listed Subs				American Pavement Systems Modesto License No: 943792 Cape Seal Chrisp Company Bloomington License No: 374600 Striping			

2015 Pavement Rehabilitation MPK 15-02										
Owner: City of Moorpark										
Bid Opening: 6/18/2015										
				J & H Engineering General			Hardy & Harper, Inc.		Manhole Adjusting, Inc.	
				4022 Camino Ranchero, Unit B Camarillo, CA 93012			1312 E. Warner Ave. Santa Ana, CA 92705		9500 Beverly Road Pico Rivera, CA 90660	
Schedule of Work				License #: 630708			License #: 215952		License #: 398443	
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$77,000.00	\$77,000.00	\$55,700.00	\$55,700.00	
2	Stormwater Pollution Control Plan	1	LS	\$15,000.00	\$15,000.00	\$31,500.00	\$31,500.00	\$22,500.00	\$22,500.00	
3	Pavement Surface Preparation and Crack Seal streets receiving Cape Seal and Slurry Seal	1	LS	\$55,000.00	\$55,000.00	\$65,000.00	\$65,000.00	\$140,000.00	\$140,000.00	
4	Cape Seal (ARAM) including Slurry Seal (Type II)	56,200	SY	\$8.80	\$494,560.00	\$8.10	\$455,220.00	\$8.29	\$465,898.00	
5	Slurry Seal (Type II)	163	ELT	\$400.00	\$65,200.00	\$350.00	\$57,050.00	\$368.00	\$59,984.00	
6	Remove and Replace 4" Asphalt Concrete	38,780	SF	\$4.50	\$174,510.00	\$3.75	\$145,425.00	\$3.20	\$124,096.00	
7	Remove and Replace 1.75" Asphalt Concrete	11,500	SF	\$2.50	\$28,750.00	\$3.30	\$37,950.00	\$2.25	\$25,875.00	
8	Remove and Replace Concrete Curb and Gutter	270	LF	\$38.00	\$10,260.00	\$67.00	\$18,090.00	\$73.50	\$19,845.00	
9	Stop Bar and STOP legend	27	EA	\$383.00	\$10,341.00	\$160.00	\$4,320.00	\$177.00	\$4,779.00	
10	Blue Pavement Marker	39	EA	\$24.00	\$936.00	\$10.00	\$390.00	\$10.80	\$421.20	
11	Caltrans Standard Plan A20A Detail 21	230	LF	\$6.00	\$1,380.00	\$1.50	\$345.00	\$1.67	\$384.10	
12	Adjust Manhole Frame and Cover	76	EA	\$550.00	\$41,800.00	\$350.00	\$26,600.00	\$410.00	\$31,160.00	
13	Adjust Valve Cover	112	EA	\$350.00	\$39,200.00	\$300.00	\$33,600.00	\$390.00	\$43,680.00	
14	Adjust Survey Monument Cover	13	EA	\$550.00	\$7,150.00	\$300.00	\$3,900.00	\$460.00	\$5,980.00	
15	Adjust Sewer Clean-out	15	EA	\$350.00	\$5,250.00	\$300.00	\$4,500.00	\$430.00	\$6,450.00	
16	Crack Fill Only Peach Hill Rd from Miller Pkwy to Mesa Verde	1	LS	\$9,600.00	\$9,600.00	\$2,500.00	\$2,500.00	\$25,700.00	\$25,700.00	
17	Crack Fill Only Peach Hill Rd from Mesa Verde to Christian Barrett	1	LS	\$4,800.00	\$4,800.00	\$2,500.00	\$2,500.00	\$8,400.00	\$8,400.00	
18	Crack Fill Only Tierra Rejada Rd from Los Angeles Ave to Sunset Valley	1	LS	\$33,000.00	\$33,000.00	\$35,000.00	\$35,000.00	\$42,500.00	\$42,500.00	
19	Crack Fill Only Campus Park Dr from Cambridge to Beragan	1	LS	\$14,500.00	\$14,500.00	\$5,000.00	\$5,000.00	\$33,600.00	\$33,600.00	
20	NOT USED				\$0.00		\$0.00		\$0.00	
21	Crack Fill Only Collins Dr from Arroyo Dr to University Dr. (Easterly)	1	LS	\$17,250.00	\$17,250.00	\$5,000.00	\$5,000.00	\$25,400.00	\$25,400.00	
22	Crack Fill Only Countrywood Dr from Tierra Rejada Rd to Woodhill Dr	1	LS	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	\$8,400.00	\$8,400.00	
23	Crack Fill Only Mountain Trail St from Woodhill Dr to Country Hill Rd	1	LS	\$4,200.00	\$4,200.00	\$5,000.00	\$5,000.00	\$8,400.00	\$8,400.00	
24	Crack Fill Only Country Hill Rd from Countrywood Dr to Mountain Trail St	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$8,400.00	\$8,400.00	
25	Crack Fill Only Poindexter Ave from Gabbert to Moorpark Ave	1	LS	\$9,200.00	\$9,200.00	\$5,000.00	\$5,000.00	\$8,400.00	\$8,400.00	
26	Crack Fill Only High St from Moorpark Ave to Spring Rd	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$8,400.00	\$8,400.00	
27	Crack Fill Only Arroyo Dr from Collins to eastern City limit	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$46,600.00	\$46,600.00	
28	Crack Fill Only Spring Rd from Peach Hill to High Street	1	LS	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$16,800.00	\$16,800.00	
28A	Crack Fill Only Miller Pkwy Los Angeles Ave to Tierra Rejada Rd	1	LS	\$9,200.00	\$9,200.00	\$5,000.00	\$5,000.00	\$25,800.00	\$25,800.00	
29	Release on Contract	1	LS	\$1.00	\$1.00		\$1.00	\$1.00	\$1.00	
Bid				Total	\$1,124,788.00		\$1,055,891.00		\$1,273,553.30	
Total Bid Amount				Bid Received	\$1,124,788.00		\$1,055,891.00		\$1,273,553.30	
Bid Difference				\$0.00	Bid Difference	\$1.00	Bid Difference	\$0.00	\$0.00	
Listed Subs				Chrip Co. 2280 S. Ulac Ave Bloomington CA 92316 License #: 374600 Striping and signage	American Pavement Systems 1012 11th. St. Modesto, CA License #: 943792 ARAM install	Pavement Coatings 10240 San Seavine Wy. Jurupa Valley, CA License #: 303609 Slurry Seal install	Rubberized Crackfiller 800 E. Walnut Ave. Fullerton, CA License #: 998877 Crack Seal	Super Seal & Stripe 310 A St. Fillmore, CA License #: 396627 Striping	Toro General Engineering P.O. Box 6283 Oxnard, CA License #: 710580 Concrete Removal	
				AA&P Contractors PO Box 4153 Saticoy, CA 93007 License No: 626248 PCC curb, gutter, SW	Pavement Coatings 10240 San Seavine Wy. Jurupa Valley, CA License #: 303609 Slurry Seal install					
				Alcorn Fence 9901 Glenoaks Blvd Sun Valley CA 91352 License No: 122954 Fencing	EBS Inc. 1320 E. 6th St. Corona, CA License #: 932798 Utility Adjustment					
				Traffic Loops Crackfilling 946 S. Emerald St. Anaheim, CA 92804 License #: 652956 Traffic loops	Super Seal & Stripe 310 A St. Fillmore, CA License #: 396627 Striping					

RESOLUTION NO. 2015 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2015/16 BUDGET TO APPROPRIATE FUNDS FROM LOCAL TRANSPORTATION 8A FUND (2603), GAS TAX FUND (2605), AND OTHER STATE FUNDS (2609) FOR ADDITIONAL CONSTRUCTION COSTS FOR THE 2015 PAVEMENT REHABILITATION (PROJECT 8002)

WHEREAS, on June 17, 2015, the City Council adopted the Operating and Capital Improvements Projects budget for Fiscal Year 2014/2015; and

WHEREAS, the adopted budget includes the 2015 Pavement Rehabilitation Capital Improvement Project 8002 with a total appropriation of \$96,320; and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$738,000 from Local Transportation 8A Fund (2603), \$269,930 from Gas Tax Fund (2605), and \$31,500 from Other State Funds (2609); and

WHEREAS, the City was awarded a \$31,500 Recycled Tire Grant from CalRecycle in Fiscal Year 2014/15; and

WHEREAS, the City and Ventura County Waterworks District No. 1 have an agreement in which the Waterworks District will reimburse the City for actual costs to adjust manholes and valve covers to the finish roadway surface and that reimbursement is estimated at \$49,020; and

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

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

SECTION 1. That a budget amendment in the aggregate increase of \$1,039,430 as more particularly described in Exhibit "A", is hereby approved.

SECTION 2. A budget revenue amendment increasing the Other State Funds (2609) by \$31,500 is hereby approved.

SECTION 3. A budget revenue amendment increasing the Gas Tax Fund (2605) by \$49,020 is hereby approved.

SECTION 4. 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 1st day of July, 2015.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit 'A': Appropriation and Budget Detail

EXHIBIT "A"

**BUDGET AMENDMENT FOR
LOCAL TRANSPORTATION 8A FUND (2603) AND
GAS TAX FUND (2605) AND
OTHER STATE FUNDS (2609)
TO INCREASE FUNDING FOR THE 2015 PAVEMENT
REHABILITATION, SPECIFICATION NO. MPK 15-02 (PROJECT 8002)
FY 2015-2016**

FUND BALANCE ALLOCATION:

Fund Title	Fund-Account Number	Amount
LOCAL TRANSPORTATION 8A	2603-5500	\$ 738,000.00
GAS TAX	2605-5500	\$ (49,020.00)
GAS TAX	2605-5500	\$ 269,930.00
OTHER STATE FUNDS	2609-5500	\$ (31,500.00)
OTHER STATE FUNDS	2609-5500	\$ 31,500.00
Total		\$ 958,910.00

REVENUE BUDGET ALLOCATION:

Account Number	Current Budget	Revision	Amended Budget
2605.3751	\$ -	\$ 49,020.00	\$ 49,020.00
2609.3588	\$ 187,244.00	\$ 31,500.00	\$ 218,744.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 187,244.00	\$ 80,520.00	\$ 267,764.00

EXPENDITURE APPROPRIATION:

Account Number	Current Budget	Revision	Amended Budget
2603.8310.8002.9640	\$ -	\$ 738,000.00	\$ 738,000.00
2605.8310.8002.9640	\$ 96,320.00	\$ 269,930.00	\$ 366,250.00
2609.8310.8002.9640		\$ 31,500.00	\$ 31,500.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 96,320.00	\$ 1,039,430.00	\$ 1,135,750.00

Finance Approval: RA

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
ALL AMERICAN ASPHALT, FOR THE 2015 PAVEMENT REHABILITATION,
SPECIFICATION NO. MPK 15-02**

THIS AGREEMENT, is made and effective as of this ____ day of _____, 2015, between the City of Moorpark, a municipal corporation (“City”) and All American Asphalt, a California 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 pavement maintenance and rehabilitation; 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 1st day of July, 2015, 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 pavement maintenance and rehabilitation, as set forth in Exhibit B: Contractor’s Bid Proposal, dated June 18, 2015, 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 B, 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 and hereinafter referred to as Exhibit B. 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 and Exhibit C.

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 nine hundred seventy-two and five hundred dollars (\$972,500) as stated in Exhibit B, 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, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). 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 DIR 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. Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract.

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 Mark Luer, 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 nine hundred seventy-two five hundred dollars (\$972,500) 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 ten percent (10%) of 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 one thousand dollars (\$1,000) 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 counsels' 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 Indemnitee. 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: Mark Luer, President
All American Asphalt
400 E. Sixth Street
Corona, California 92879

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

ALL AMERICAN ASPHALT

By: _____
Steven Kueny, City Manager

By: _____
Mark Luer
Title: 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 \$5,000,000 per occurrence for all covered losses and no less than \$5,000,000 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 1985. 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 PUBLIC WORKS
ENGINEERING DIVISION
PROPOSAL
FOR
2015 Pavement Rehabilitation Project

DEPARTMENT OF PUBLIC WORKS

PROPOSAL

FOR

2015 Pavement Rehabilitation Project

Specification No. MPK 15-02

Bids to be received on June 18, 2015, at 3:00 p.m.

Completion Time: 45 Consecutive Working Days after Receipt of Notice to Proceed

Liquidated Damages \$1,000.00 per Calendar Day

Number of Pages in Proposal: 22

CONTRACTOR

Name All American Asphalt

Street Address 400 E. Sixth Street

City Corona State CA Zip Code 92879

Telephone Number (951) 736-7600

Fax Number (951) 736-7646

Email publicworks@allamericanasphalt.com

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 19 THROUGH 40 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

2015 Pavement Rehabilitation Project

Instructions for Signing Proposal, Bonds, and ContractPage 23

Contractor's Proposal StatementPage 24

Proposed Schedule of Work and Prices.....Page 25

Bidder's Bond to Accompany ProposalPage 28

Form to Accompany Bid Bond.....Page 29

Statement of Bidder's Qualifications and ReferencesPage 30

Statement of Bidder's Past Contract Disqualifications.....Page 32

Questionnaire Regarding SubcontractorsPage 33

Bidder's Statement of Subcontractors and Material FabricatorsPage 34

Non-collision Affidavit.....Page 36

Equal Opportunity CertificatePage 37

Additional ARAM Qualifications.....Page 38

Title 49, Code of Federal Regulations Part 29 Debarment and
Suspension Certification.....Page 41

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. 2167013 Class A, C-12, Expiration Date 11/31/2016

Names of Co-Partners or Corporate Officers and Titles: Mark Luer, President

Michael Farkas, Secretary Edward J. Carlson, Vice President

Signature of Bidder [Signature] [Signature]
Edward J. Carlson Vice President
Title

Signature of Bidder [Signature] [Signature]
Michael Farkas Secretary
Title

Name of Contractor or Firm Date of Submittal June 18, 2015

All American Asphalt Telephone No. (951) 736-7600

Address P.O. Box 2229, Corona CA 92878

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

Federal Tax Identification Number: 95-2595043

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Contractor's Proposal Statement

Document Date: 06/18/2015 Number of Pages: One (1)

Signer(s) Other Than Named Above: None

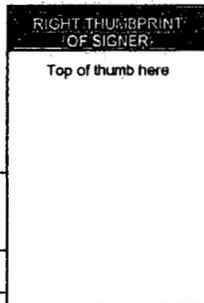
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

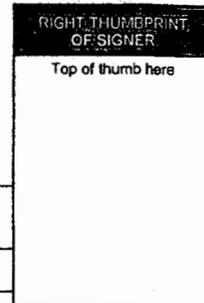


Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



PROPOSED SCHEDULE OF WORK AND PRICES
FOR
2015 PAVEMENT REHABILITATION PROJECT

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
18	704-4	Crack Fill Only Tierra Rejada Rd from Los Angeles Ave to Sunset Valley Rd	1	LS	15000-	15000-
19	704-4	Crack Fill Only Campus Park Dr from Cambridge to Beragan	1	LS	10000-	10000-
21	704-4	Crack Fill Only Collins Dr from Arroyo Dr to University Dr. (Easterly)	1	LS	10000-	10000-
22	704-4	Crack Fill Only Countrywood Dr from Tierra Rejada Rd to Woodhill Dr	1	LS	5000-	5000-
23	704-4	Crack Fill Only Mountain Trail St from Woodhill Dr to Country Hill Rd	1	LS	5000-	5000-
24	704-4	Crack Fill Only Country Hill Rd from Countrywood Dr to Mountain Trail St	1	LS	5000-	5000-
25	704-4	Crack Fill Only Poindexter Ave from Gabbert to Moorpark Ave	1	LS	10000-	10000-
26	704-4	Crack Fill Only High St from Moorpark Ave to Spring Rd	1	LS	5000-	5000-
27	704-4	Crack Fill Only Arroyo Dr from Collins to eastern City limit	1	LS	10000-	10000-
28	704-4	Crack Fill Only Spring Rd from Peach Hill to High Street	1	LS	10000-	10000-
29	712-2	Release on Contract	1	LS	\$1.00	\$1.00

Total Amount of Bid - \$ 972,500.00

Contractor's Name All American Asphalt

- REVISED BY ADDENDUM NO. 2 -
PROPOSED SCHEDULE OF WORK AND PRICES FOR
2015 PAVEMENT REHABILITATION PROJECT
ADDITIONAL BID ITEM

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
28A	704-4	Crack Fill Only - Miller Pkwy from Los Angeles Ave to Tierra Rejada Road	1	LS	10000 -	10000 -

Contractor's Name All American Asphalt

**PROPOSED SCHEDULE OF WORK AND PRICES
2015 Pavement Rehabilitation Project**

*ADDITIONS/DEDUCTIONS

TOTAL AMOUNT BID			\$ <u>972,500.00</u>
	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: NINE HUNDRED AND SEVENTY TWO THOUSAND AND FIVE HUNDRED ⁰⁰/₁₀₀

**Sales Tax Adjustment (If Applicable) _____

- * 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.
- ** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City of Moorpark pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged:

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	Number	Date
	<u>1</u>	<u>6/17/15</u>
	<u>2</u>	<u>6/17/15</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 Edward J. Carlson

Contractor's Name Michael Farkas

[Signature]
Signature Date 6/17/15

[Signature]
Signature Date 6/17/15

Vice President
Title

Secretary
Title



CITY OF MOORPARK

CITY ENGINEER/PUBLIC WORKS DEPARTMENT | 799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2555 | moorpark@ci.moorpark.ca.us

June 11, 2015

ADDENDUM NO. 1
for
2015 Pavement Rehabilitation
Specification No. MPK 15-02

There is no change to the bid opening date of June 18, 2015, at 3:00 p.m.

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

- =====
1. Replace page 39 "Designation/Certification of Asphalt-Rubber and Aggregate Membrane Contractor and/or Subcontractor(s)" with the attached page 39.

- 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.

David Klotzle, City Engineer/Public Works Director

Acknowledgement of the addendum by signing and inserting the addendum number on page 27 of the proposal, and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid. Questions regarding this addendum may be directed to Mr. Al Gali at (805) 517-6255.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED. PLEASE EMAIL A SIGNED COPY OF BOTH PAGES TO MACK DOUGLASS AT mdouglass@moorparkca.gov or FAX to (805) 532-2555.

Company Name: All American Asphalt

Authorized Representative: Edward J. Carlson, Vice President

Signature of Authorized Representative:



CITY OF MOORPARK

CITY ENGINEER/PUBLIC WORKS DEPARTMENT | 799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2555 | moorpark@ci.moorpark.ca.us

June 17, 2015

ADDENDUM NO. 2

for

2015 Pavement Rehabilitation
Specification No. MPK 15-02

There is no change to the bid opening date of June 18, 2015, at 3:00 p.m.

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

=====

1. Add the attached item to the Proposed Schedule of Work and Prices.

- 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.

Robert Anderson, P.E. for David Klotzle, P.E., City Engineer/Public Works Director

Acknowledgement of the addendum by signing and inserting the addendum number on page 27 of the proposal, and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid. Questions regarding this addendum may be directed to Mr. Al Gali at (805) 517-6255.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED. PLEASE EMAIL A SIGNED COPY OF BOTH PAGES TO MACK DOUGLASS AT mdouglass@moorparkca.gov or FAX to (805) 532-2555.

Company Name: All American Asphalt

Authorized Representative: Edward J. Carlson, Vice President

Signature of Authorized Representative:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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.



Place Notary Seal Above

Signature Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Proposed Schedule of Work & Prices

Document Date: 06/17/2015 Number of Pages: One (1)

Signer(s) Other Than Named Above: None

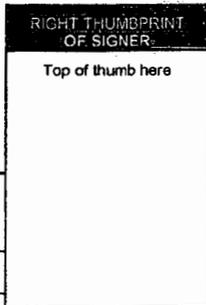
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer -- Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

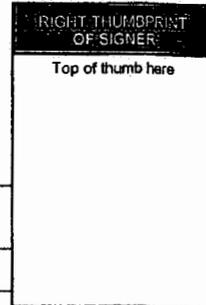


Signer's Name: Michael Farkas

- Individual
- Corporate Officer -- Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

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 ("A") at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California municipal projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 46 years

List and describe fully the last three contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Santa Ana
 Contact Individual: Kurt Weimann Phone No. 714-647-5639
 Address: 20 Civic Center Plaza, Santa Ana, CA 92701
 Contract Amount: \$16,951,475.00 Year: 3/2013 - 12/2014
 Description of work done: Bristol Street Rehabilitation

Reference No. 2

Customer Name: City of Jurupa Valley
 Contact Individual: Michael Myers Phone No. (951) 332-6444
 Address: 12505 Limonite Avenue, Riverside CA 92507
 Contract Amount: \$970,000.00 Year: 5/2013 - 12/2013
 Description of work done: 2012-13 Pavement Rehabilitation

Reference No. 3

Customer Name: Port of Long Beach
 Contact Individual: Lincoln Lo Phone No. (562) 283-7000
 Address: 4801 Airport Plaza Drive, Long Beach, CA 90815
 Contract Amount: \$992,000.00 Year: 6/2014 - 10/2014
 Description of work done: 2013 Roadway Maintenance & Slurry

"2014"
PAST WORK REFERENCES

City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832
Contract: Kevin Kwak, (714) 738-6865

Yorba Linda Blvd Reconstruction
Contract Amount: \$1,346,000.00
Start: 7/2014
Completed: 11/2014

Port of Long Beach
4801 Airport Plaza Drive
Long Beach, CA 90815
Contact: Lincoln Lo, (562) 283-7000

2013 Roadway Maintenance and Slurry
Contract Amount: \$992,000.00
Start: 6/2014
Completed: 10/2014

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Contact: Mark Cueno, (310) 285-2557

2012-2013 Street Resurfacing
Contract Amount: \$2,970,000
Start: 7/2013
Completed: 5/2014

City of Jurupa Valley
12363 Limonite Ave
Riverside, CA 92507
Contact: Michael Myers, (951) 332-6464

2012-13 Pavement Rehabilitation
Contract Amount: \$970,000
Start: 5/2013
Completed: 12/2013

City of Santa Ana
20 Civic Center
Santa Ana, CA 92701
Contact: Kurt Weimann, (714) 647-5639

Bristol Street Rehabilitation
Contract Amount: \$6,951,475
Start: 3/2013
Completed: 12/2014

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTY OF Riverside
I am the Vice President, Secretary
_____ Of All American

Asphalt, 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 June 17, 2015 at Corona, California.
(date) (place)

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

[Signature]
Signature of Bidder

Edward J. Carlson, Vice President
Title

[Signature]
Signature of Bidder

Michael Fortas, Secretary
Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public

Date

Here insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas

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.



Place Notary Seal Above

Signature Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Statement of Bidder's Qualifications & References

Document Date: 06/17/2015 Number of Pages: Three (3)

Signer(s) Other Than Named Above: None

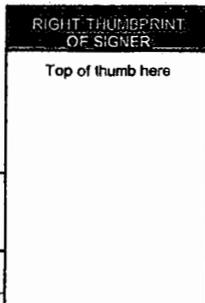
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

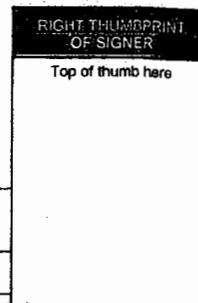


Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



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State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Statement of Bidder's Past Contract Disqualifications

Document Date: 06/17/2015 Number of Pages: One (1)

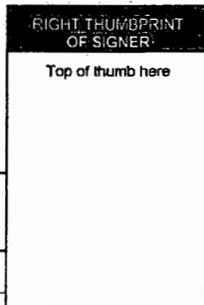
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

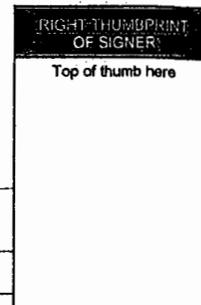
Signer is Representing:
All American Asphalt



Signer's Name: Michael Farkas

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

Signer is Representing:
All American Asphalt



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)

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

Dated this 17th day of June, 2015.

All American Asphalt
Name of Company

By: [Signature]

Edward J. Carlson, Vice President
Title

By: [Signature]

Michael Farkey, Secretary
Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rebecca Angela Parra*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Questionnaire Regarding Subcontractors

Document Date: 06/17/2015 Number of Pages: One (1)

Signer(s) Other Than Named Above: None

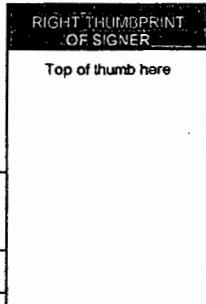
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer -- Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

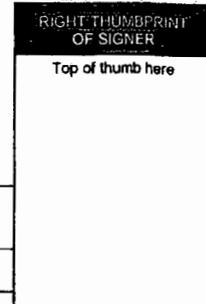


Signer's Name: Michael Farkas

- Individual
- Corporate Officer -- Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

American Pavement Systems 1012 11th Street, Ste. 1000, Modesto CA 95354
Name/Address

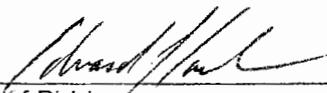
This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district **final** permit to operate (PTO) documents (not temporary, experimental, research, and/or authority to construct (ATC)) which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the Application). The Application, in a manner conforming with these project specifications, has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during the Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description **for which a copy of a final PTO must be provided** from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Edward J. Carlson, Vice President  6/17/15
Print Name, Title Signature of Bidder Date



Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapcd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 08179

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:	Facility Name / Address:
American Pavement Systems, Inc. 1012 11th St., Ste. 1000 Modesto, CA 95354	American Pavement Systems, Inc. Portable Asphalt Rubber Spreaders Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Two (2) Portable Truck-Mounted Asphalt Rubber Spreading Systems (Nos. 1 and 2) for application on highways, streets, and roads. Each consisting of the following:

- 1 - 3600 Gallon Heated Asphalt Rubber Storage Tank, equipped with vapor condensers to minimize blue smoke emissions. Exempt from permit pursuant to Rule 23.F.21 and exempt from Rule 71.2
- 2 - 0.4 MMBTU/hr Asphalt Rubber Tank Burners, propane fired, total rating 800,000 BTU/Hr and exempt from permit pursuant to Rule 23.C.1
- 1 - Opacity Control Unit, each consisting of a collection hood, primary and secondary cartridge filters, and exhaust fans. Exhaust fans powered by truck propulsion engine power take-off.

This Permit Has Been Issued Subject To The Following Conditions:

- | | | |
|------------------------|-----------|-------------|
| 1. Permitted Emissions | Tons/Year | Pounds/Hour |
| Reactive Organics | 0.00 | 0.00 |
| Nitrogen Oxides | 0.00 | 0.00 |
| Particulate Matter | 0.00 | 0.00 |
| Sulfur Oxides | 0.00 | 0.00 |
| Carbon Monoxide | 0.00 | 0.00 |
- 2. The portable truck-mounted asphalt rubber spreaders may be operated to apply rubberized asphalt on highway, road, or street paving projects. The equipment may not be used in conjunction with stationary facilities that produce asphalt concrete or rubberized asphalt concrete.
 - 3. The Opacity Control Units shall be operated whenever the Asphalt Rubber Spreader Trucks are applying asphalt to road surfaces.

The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications and in a manner to minimize emissions

VCAPCD Permit To Operate Number 08179
Issued To American Pavement Systems, Inc.
Valid April 1, 2015 to March 31, 2016

into the atmosphere to the maximum extent possible.

This condition is applied as best available control technology (BACT) and pursuant to Rule 50, "Opacity", and Rule 51, "Nuisance".

4. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.
5. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.
6. The Heated Asphalt Rubber Storage Tanks shall remain closed for all operations except during charging or filling. The Tank vents shall be equipped and operated with vapor condensers, or equivalent control systems, to minimize emissions of blue smoke into the atmosphere. This condition is applied pursuant to Rule 50 and Rule 51.
7. The equipment on this permit listed as portable shall not be located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.


Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

-Revised by Addendum No. 1-

**THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR
THE BID SHALL BE CONSIDERED NON-RESPONSIVE.**

**DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE
MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)**

Bidder proposes to have the ARAM installed by:

American Pavement Systems

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on at least three separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Eighteen (18) months shall have elapsed since completion of the ARAM surface on each project, and the projects shall be located in non-mountainous regions of Central or Southern California. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided at least three projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

Representative ARAM Projects

Name of Project # 1 <i>Caltrans 01-DC1304-Rate 271</i>		Date Completed <i>August 2013</i>
Agency <i>Caltrans</i>		Agency Contact <i>Imran Faraz</i>
Phone <i>(707) 445-6600</i>	Approx. Length of ARAM (Full Width) <i>16 miles +/-</i>	
Name of Project # 2 <i>3 Step Cape Seal & Slurry Seal</i>		Date Completed <i>Oct. 2013</i>
Agency <i>City of Lompoc</i>		Agency Contact <i>Craig Dierking</i>
Phone <i>(805) 875-8224</i>	Approx. Length of ARAM (Full Width) <i>3 miles +/-</i>	
Name of Project # 3 <i>Asphalt Rubber Cape Seal 13-02</i>		Date Completed <i>Oct. 2013</i>
Agency <i>City of Tulare</i>		Agency Contact <i>Mike Whitlock</i>
Phone <i>(559) 684-4207</i>	Approx. Length of ARAM (Full Width) <i>3.67 miles</i>	
Name of Project # 4 <i>Knott and Orange Ave</i>		Date Completed <i>Oct. 2013</i>
Agency <i>City of Anaheim</i>		Agency Contact <i>Karl Francis</i>
Phone <i>(714) 765-5225</i>	Approx. Length of ARAM (Full Width) <i>1.5 miles +/-</i>	
Name of Project # 5 <i>Linnards Ave</i>		Date Completed
Agency <i>City of Jurupa Valley</i>		Agency Contact <i>Mike Myers</i>
Phone <i>(951) 332-6464</i>	Approx. Length of ARAM (Full Width) <i>2 miles +/-</i>	

Edward J. Carlson, Vice President
Print Name, Title

[Signature]
Signature of Bidder

6/17/15
Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**BIDDER'S STATEMENT OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; and

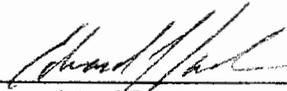
(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
AMERICAN PAVEMENT SYSTEMS	943792	MORESTO	CAPE SEAL (PAVING)
	DIR# 100000201		
CHUCK CARPENT	34600 DIR# 100000206	BLOOMINGTON	STRIPING

Signature(s) required on following page.
(Attach additional pages if necessary)

**BIDDER'S STATEMENT OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**
(Continued)

 6/17/15
Signature(s) of Bidder Date

 6/17/15
Signature(s) of Bidder Date

Edward J. Carlson, Vice President
Title

Michael Farkas, Secretary
Title

**ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Rebecca Angela Parra
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Bidder's Statement of Subcontractors & Material Fabricators

Document Date: 06/17/2015 Number of Pages: Two (2)

Signer(s) Other Than Named Above: None

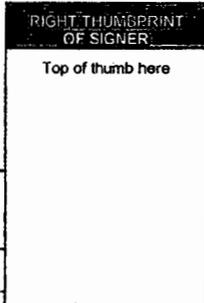
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer -- Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

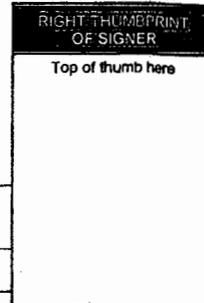


Signer's Name: Michael Farkas

- Individual
- Corporate Officer -- Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Moorpark
DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Edward J. Carlson, Vice President
Name of Bidder

Michael Farkas, Secretary
Name of Bidder

[Signature]
Signature of Bidder

[Signature]
Signature of Bidder

P.O. Box 2229, Corona CA 92878
Address of Bidder

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgment Form)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Non-Collusion Affidavit

Document Date: None Number of Pages: One (1)

Signer(s) Other Than Named Above: None

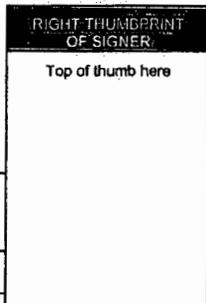
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

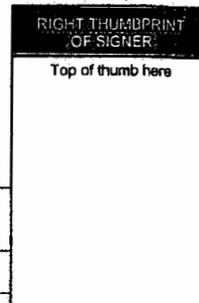


Signer's Name: Michael Farkas

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

Signer is Representing:

All American Asphalt



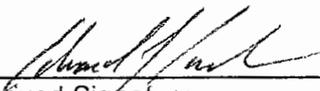
(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS PROPOSAL.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

All American Asphalt
Name of Bidding Company

By 
Authorized Signature

Edward J. Carlson, Vice President
Title (Typed)

6/17/15
Date

MPK 15-02

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

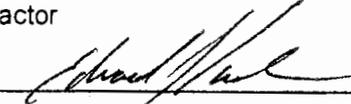
KNOW ALL PERSONS BY THESE PRESENTS:

That we, All American Asphalt, 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 timely provide the City with complete DBE information as required by in the project Special Provisions, (if applicable), or fails 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.

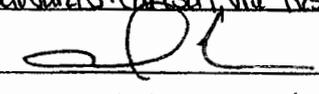
WITNESS our hands this 11th day of June, 2015.

All American Asphalt

Contractor

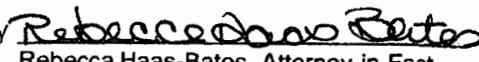
By 

Title Edward J. Carlson, Vice President

By 

Title Michael Farkas, Secretary

Fidelity and Deposit Company of Maryland
Surety

By 

Rebecca Haas-Bates, Attorney-in-Fact

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ know to be the _____ Of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____ And the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public in and for said
County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____ and Amount \$ _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 6/17/2015 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Bid Bond

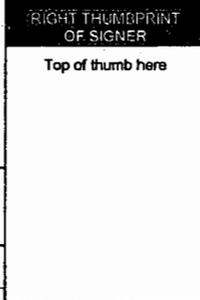
Document Date: 6/11/2015 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

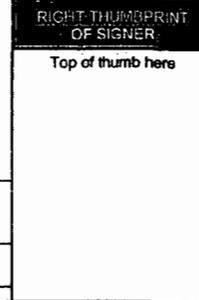
- Individual
- Corporate Officer -- Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: Michael Farkas

- Individual
- Corporate Officer -- Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 06/11/2015 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

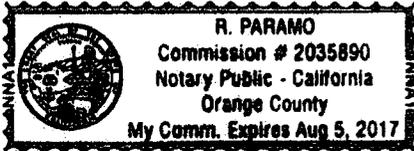
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

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: Bid Bond Document Date: 06/11/2015
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 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: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

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 11th day of June, 2015.



Geoffrey Delisio

Geoffrey Delisio, Vice President

EXHIBIT C

NOTICE TO BIDDERS, CONTRACT, PROPOSAL AND SPECIFICATIONS FOR THE
CONSTRUCTION OF

2015 Pavement Rehabilitation

Specification No. MPK 15-02

This document provided in electronic file (PDF) to the City Clerk's Department for
record retention

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOORPARK AND NV5 WEST, INC.
FOR CONSTRUCTION INSPECTION AND MATERIAL TESTING FOR THE
2015 PAVEMENT REHABILITATION PROJECT, SPECIFICATION NO. MPK 15-02

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2015, between the City of Moorpark, a municipal corporation ("City") and NV5 West, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction inspection and material testing services for the 2015 Pavement Rehabilitation Project, Specification No. MPK 15-02; 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 June 9, 2015, which is attached hereto as Exhibit C.

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 C, 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 construction inspection and material testing services, as set forth in Exhibit C. In the event there is a conflict between the provisions of Exhibit C and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Consultant shall be in accordance with C. Compensation shall not exceed the rates or total contract value sixty thousand eight hundred two dollars (\$60,802) as stated in Exhibit C, 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 C, based upon actual time spent on the above tasks. This amount shall not exceed sixty thousand eight hundred two dollars (\$60,802) 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 five thousand one hundred ninety-eight dollars (\$5,198).

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 five (5) 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 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 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 three (3) 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 Consultant shall comply with and sign Exhibit B, the Scope of Work Requirement for Professional Services Agreements Compliance with California Government Code Section 7550, when applicable. 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, Vice President
NV5 West, Inc.
1868 Palma Drive, Suite A
Ventura, California 93003

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

NV5 WEST, INC.

By: _____

By: _____

Steven Kueny, City Manager

Scott Moors

Title: Vice, 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 \$2,000,000 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.

Exhibit B

CITY OF MOORPARK
Scope of Work Requirement for Professional Services Agreements
Compliance with California Government Code Section 7550

Consultant shall sign and include this page in any document or written reports prepared by Consultant for the City of Moorpark (City) to which California Government Code Section 7550 (Government Code §7550) applies. Government Code §7550 reads:

“(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

For all Professional Services Agreement with a total dollar value in excess of \$5,000, a signed and completed copy of this form must be attached to all documents or completed reports submitted to the City pursuant to the Scope of Work.

Does the dollar value of this Professional Services Agreement exceed \$5,000? Yes No

If yes, then the following information must be provided in compliance with Government Code § 7550:

- 1. Dollar amount of Agreement/Contract: \$60,802
- 2. Dollar amount of Subcontract: \$0
- 3. Does the total contract amount represent compensation for multiple documents or written reports? Yes No

I have read the foregoing Code section and will comply with Government Code §7550.

NV5 West, Inc.

Signature, Title

Date

June 9, 2015

City of Moorpark
Public Works Department
799 Moorpark Avenue
Moorpark, California 93021

Attention: David Klotzle, Public Works Director

SUBJECT: Proposal to Provide Construction Inspection Services for 2015 Pavement Rehabilitation, Specification No. MPK 15-02

NV5 West, Inc. (*formerly BTC LABS – Vertical Five*) is pleased to submit this Proposal to Provide Construction Inspection Services for 2015 Pavement Rehabilitation, Specification No. MPK 15-02 for the City of Moorpark. Our proposal was prepared in response to the City's request for proposals dated May 15, 2015.

This proposal is organized consistent with the requirements of the RFP. Following this introduction, a summary of our staff qualifications is presented, followed by: selected resumes, a table with our staff's project experience with client and contractor references, and finally a cost proposal.

NV5's team is uniquely well-qualified to effectively serve Moorpark's project needs. We highlight the following unique differentiators for your consideration:

- **One of the largest inspection and testing labs in the region** – with the largest staff of highly qualified, local inspectors and technicians.
- **Local Experience:** Extensive local experience on projects for the City of Moorpark and virtually every other local agency including Ventura and Santa Barbara counties, Caltrans Districts 6, 7, and 10, and cities including Calabasas, Agoura Hills, Simi Valley, Thousand Oaks, Camarillo, Oxnard, Santa Clarita, and many others.
- **One of the Largest and Most Capable Testing Labs** in California; certified by DSA, OSHPD, *Caltrans* (IA) and *AASHTO (R-18)*.
- Our team of experienced Public Works Inspectors *specialize in asphalt pavement rehabilitation* projects with specific experience in ARAM/Cape Seal, slurry seal, and rubberized asphalt.
- NV5's close proximity and uniquely-qualified inspectors – **cross-trained to provide inspection and testing**, empower NV5 to provide *significant cost savings* for the City.

NV5 appreciates this opportunity to present our proposal and we are excited at the prospect of working with the City of Moorpark on your upcoming project.

Respectfully Submitted,
NV5 West, Inc.


Scott Moors, PG, CEG, CHG
Vice President


Carol Harrison
Client Service Manager

Our Project Team

Key Personnel: Our experienced project team is presented below with biographic synopses and resumes attached. Our project team has worked together and with the City of Moorpark for many years. We bring the City many decades of local experience combined with diverse, national expertise and resources. Following the staff summary, a table summarizes

- **Scott Moors**, PG, CEG, CHg, is Vice President of NV5 West and will be the **Principal-in-Charge** for the City's 2015 Pavement Rehabilitation project. Mr. Moors is an experienced expert in geotechnical consulting, pavement engineering, concrete materials, construction inspection and testing, and asphalt pavements with over 25-years' experience in California. He has overseen the inspection and testing of over 1 million tons of asphalt pavements and has overseen inspection and testing on dozens of slurry seal, Cape Seal, Chip Seal, and microsurfacing projects comprising over 1 million square yards. Mr. Moors has organized and presented several APWA 8-hour courses on Pavement Maintenance and Rehabilitation.
- **Shaun Simon**, PE, CEG is our **Engineering Manager** with over 14 years of directly-related professional experience. Shaun provides engineering management and technical support on geotechnical and materials engineering projects and oversees our testing laboratory. Mr. Simon has managed inspection and testing services in ARHM overlays, microsurfacing, slurry seal, and Cape Seal projects for Ventura and Santa Barbara counties, and cities including Santa Barbara, Thousand Oaks, Oxnard, Simi Valley and Bakersfield.
- **Vic Aspuria** will be our **Lead Project Inspector** for the 2015 Pavement Rehab project with over 35 years of public works inspection and material testing experience. Vic has just completed providing nearly identical services for a very large pavement resurfacing project (600,000+ SY) for the City of Thousand Oaks and has successfully completed several similar projects for the City of Moorpark including the 2012 Pavement Rehabilitation project and the Alderbrook Street Overlays. Vic is very familiar with the Moorpark's procedures and processes and is well acquainted with the project team.
- **Matt Habberfield** will be our backup Project Inspector and **Lead Materials Tester** for the 2015 Pavement Rehab with 8 years of public works inspection, special inspection, and construction experience. Matt has just completed providing nearly identical surfaces for a very large pavement resurfacing project for the City of Thousand Oaks. Matt provided full-time Public Works Inspection including evaluating and marking approximately 65,000 SF of digout areas, inspection of grinding and digout repairs, and inspection of 600,000+ SY of Cape Seal.
- **Field Technicians:** NV5 has a large staff of highly experienced field and laboratory technicians. Key staff identified and available for the City of Moorpark's project include:
 - ✓ **Jesse Williams** – 4 yrs exp, Caltrans Cert
 - ✓ **Jose Aspuria** – 14 yrs exp, Caltrans Cert
 - ✓ **Larry Camp** – 25 yrs exp, Caltrans Cert.
 - ✓ **Linda Theodosiou** - 20 yrs exp, Caltrans Cert.
 - ✓ **Kira Allen** – 5 yrs exp, Caltrans Cert.
 - ✓ **Bill Schofner** – 20 yrs exp, Caltrans Cert.



N|V|5

D. Scott Moors. PG, CEG, CHg



President – Principal Geologist

B.S., Geological Sciences
University of California
Santa Barbara, CA

Professional Geologist 6100
Certified Engineering Geologist 1901
Certified Hydrogeologist 607

Twenty+ year, wide-ranging geological career dedicated to upholding the highest standards of technical quality and client service. Experienced, multi-disciplinary business and project manager with notable expertise in seismic hazard evaluation, municipal review, landslide studies, groundwater studies, land development, materials testing, pavement evaluation and testing, and environmental remediation. Veteran public speaker at proposal presentations, association meetings, agency hearings, & litigation testimony.

Mr. Moors is the President of BTC LABS – Vertical Five and Vice President of NV5, Inc.. He is in managerial charge of all of BTC's Ventura and Bakersfield field and laboratory operations. In addition to Mr. Moors' management expertise he has twenty years of technical expertise in municipal consulting, project management, and engineering and environmental geology.

Project Experience

Pavement Projects

- ◆ Project Manager for dozens of new pavement and pavement rehabilitation projects, as well as pavement evaluation projects, throughout Southern and Central California. Oversaw asphalt laydown inspection, field density testing, and laboratory testing operations for cities including Thousand Oaks, Calabasas, Malibu, Santa Clarita, Moorpark, Oxnard, Santa Paula, Camarillo, Agoura Hills, Westlake Village, Simi Valley, and the County of Ventura.
- ◆ Examples of pavement rehabilitation experience includes: Warm Mix Asphalt (>14,000 tons - County of Ventura); Cold-In-Plant Recycling (Santa Paula); Cold In-Place Recycling (>130,000 sq. yards - County of Ventura); Cape Seal (Moorpark); Chip Seal (Oxnard); REAS (Fillmore); Microsurfacing (Lompoc); Slurry Seal (numerous clients), ARHM (numerous clients).
- ◆ Principal-in-Charge of BTC LABS materials laboratory, certified by ARML, AASHTO, Caltrans, and DSA to perform a wide variety of aggregate, asphalt binder, asphalt concrete, and asphalt emulsion including AC mix designs.
- ◆ Principal Investigator for numerous pavement distress evaluations providing forensic analysis of asphalt and concrete pavement failures.
- ◆ Project Manager and Principal-in-Charge for Construction Materials Testing services for dozens of infrastructure improvement projects ranging from Highway Bridges, JPCP Freeway construction, pavement rehab, interchange reconstruction, and vertical construction of mid-rise hospital towers.



Vicente Aspuria

Public Works Inspector / Technician

Caltrans Certifications: CT105, CT106, CT125AG, CT125AC, CT201, CT202, CT206, CT208, CT217, CT226, CT304, CT308, CT309, CT366, CT370, CT382

Vic Aspuria is qualified to perform construction materials tests on soil, concrete, aggregate, and asphalt including:

- Maximum Theoretical Specific Gravity
- Laboratory Maximum Density
- Extraction by Ignition Oven
- Stability of Asphalt Concrete Mixtures
- Marshall Maximum Density
- Wet Track Abrasion
- Distillation ASTM D042 or D244
- Maximum density (Test Method CA304 & 308)
- Moisture content
- Sieve test ASTM D244
- Marshall Stability
- Surface abrasion test
- % Air Voids

Vic has **40 years** of construction management, inspection, and materials testing experience related to all aspects of public works infrastructure projects. Vic has been with NV5 (*formerly BTC LABS*) since 2001. Prior to then, Mr. Aspuria was a *Command Master Chief* with the US Navy in *Naval Construction Battalion Five*. Vic is experienced with Caltrans inspection/testing procedures and has trained staff in asphalt plant operations and paving, the design and modification of mixes, planning, and estimating.

Mr. Aspuria is a local expert in slurry seal and asphalt pavement inspection and testing. When the County of Ventura planned their first major slurry seal project in 2008, they contacted NV5 and specifically requested Vic be provided as the County's Public Works Inspector. The County knew from their long association with NV5 that Vic maintains the highest standards of construction quality inspection and testing services.

Project Experience

City of Thousand Oaks 2014 Resurfacing Program - MI 2007

Public Works

Public Works Inspector for 600,000 SY pavement surfacing project comprising Cape Seal, Microsurfacing and REAS Slurry Seal. Identified and field marked 61,000 SY digout locations. Inspecting 500,000 SY Cape Seal, 150,000 SY Microsurfacing, and 360,000 SY REAS Slurry Seal.

City of Santa Clarita 2011-12 Annual Overlay & Slurry Seal – Santa Clarita, CA

Road Project – ~25,000-ton Asphalt Rubber Overlay Project

Mr. Aspuria provided striping, manhole and other public works inspection.

City of Moorpark – 2012 Pavement Rehab & Alderbrook St. Overlay

Public Works Inspector – 71,000 SY ARAM Cape Seal and 3,000 Ton ARHM

Mr. Aspuria provided full-time inspection as the City's Public Works Inspector and Materials Tester for Moorpark's 2012 Pavement Rehab and Alderbrook St. Overlay project. Project entailed 71,000 SY Asphalt Rubber Aggregate Membrane (ARAM) Cape Seal and 3,000 ton ARHM Overlay. Vic was responsible for all public works inspection.

City of Moorpark – 2010 ARAM / Cape Seal Project

Public Works Inspector

Mr. Aspuria served as the City's Public Works Inspector and Materials Tester for Moorpark's 2010 pavement rehab project. The project comprised approximately 2,300 tons of ARAM Cape Seal and included Federal funds. Vic was responsible for all traditional public works inspections activities and, in addition, performed aspects of materials testing, realizing budget savings for the City.

N|V|5

Matthew Habberfield

**Public Works Inspector /
Materials Technician/
Special Inspector**

DSA Masonry #5281
ICC Reinforced Concrete #8029830
ICC Structural Masonry # 8029830
ICC Structural Steel and Bolting #
8029830
ICC Fireproofing # 8029830
ACI Concrete Field Testing Technician
Grade 1 # 01192407
Nuclear Density Gauge Certified
Registered City of Santa Clarita
Concrete & Masonry

Mr. Habberfield has been in the construction industry for over 16 years and has provided Public Works inspection and special inspections for over 5 years. Inspections performed have ranged from Public Works Infrastructure, DSA school house, OSHPD hospital, commercial, industrial and private residential inspection.

Matt's responsibilities as an inspector begin with a thorough understanding of all requirements of the contract and construction documents. Matt is a studious learner, regularly pursuing classroom education and attaining additional inspection certifications.

Matt's construction experience includes supervision and Quality Control of concrete and masonry construction crews. Mr. Habberfield's work ethic is exemplary and he maintains excellent working relations with Project Inspectors, design professionals, contractors, and the work force in general.

Relevant Experience

City of Santa Clarita Bus Stop Improvements

Public Works (2014 – 2015)

Lead Materials Tester and Assistant Public Works Inspector for construction of 25 Bus Stop Pads including grinding observation and testing of subgrades and base, as required, and inspection and testing of High Stability Asphalt Concrete for bus pads.

City of Thousand Oaks 2014 Resurfacing Program - MI 2007

Public Works (2014 – 2015)

Lead Public Works Inspector for 1,000,000+ SY pavement resurfacing project comprising Microsurfacing-over-ARAM Cape Seal, Microsurfacing, REAS Slurry Seal, and ARHM Overlay. Identified and field marked, and inspected repair of 65,000 SY of digout locations. Inspected 600,000 SY Cape Seal, 150,000 SY Microsurfacing, and 360,000 SY REAS Slurry Seal. Performed inspection and testing for ARHM Overlay; performed daily spread rate measurements and materials sampling for ARAM and microsurfacing.

Co. of Santa Barbara 2013/2014 Application of Scrub Seal & Micro Surfacing

Public Works (2014)

Performed spread rate application measurements of asphalt emulsion and aggregate during scrub-seal operations and obtained samples for testing.

City of Oxnard – Rose Avenue Resurfacing & Repairs

Public Works (2015)

Materials Tester and Assistant Public Works Inspector for arterial pavement resurfacing project comprising 88,000 SY ARAM as a SAMI, 11,000 tons ARHM Rubberized Overlay, and 18,000 SY Type II Slurry Seal. Performed spread rate measurements for ARAM including asphalt rubber and aggregate, performed materials testing and sampling.

Co. of Ventura – Rose Collins Pedestrian Improvements

Public Works (2014 – 2015)

Materials tester for street widening project. Tested soils, aggregate base, and asphalt concrete.

Co. of Ventura – Las Posas Bike Lanes – Phase 1

Public Works (2015)

Performed subgrade soils, aggregate base, and 50,000 SY Microsurfacing spread rate application measurements of asphalt emulsion and aggregate during scrub-seal operations and obtained samples for testing.



City of Moorpark - Public Works Department
 799 Moorpark Avenue
 Moorpark, CA 93021

June 9, 2015

Proposal No: 2015.06.0099

ATTENTION: David Klotzle, PE

Email: dklotzle@moorparkca.gov

SUBJECT: Proposal to Provide Construction Inspection Services and Construction Engineering and Materials Testing Services; 2015 Pavement Rehabilitation, Specification No. MPK 15-02

NV5 West, Inc. (formerly BTC LABS - Vertical Five) is pleased to submit this proposal for the referenced project. Our estimated scope of services and costs are summarized below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Task 1 - Construction Engineering Support			
PreConstruction Meeting - Principal	\$ 155 hr	3	\$ 465
PreConstruction Meeting - Inspector	\$ 96.00 hr	3	\$ 288
Engineering Submittal Review	\$ 155 hr	4	\$ 620
Project Management	\$ 155 hr	6	\$ 930
		Subtotal:	\$ 2,303

Task 2 - Construction Inspection & Field Materials Testing

(Cost estimate is based upon quantities provided in RFP. Alternatively, for Public Works Inspection, 1 day slurry truck calibration, 5 days surface prep, 5 days application of ARAM and 7 days application Slurry Seal; perform material sampling, chip seal application rate measurement, WTAT sampling; 6 days utility adjustment & striping. Materials sampling of ARAM by PW Inspector, sampling of slurry for WTAT by field technician.)

Lead Public Works Inspector (45 days - full time)	\$ 96 hr	360	\$ 34,560
Public Works Inspection, Sampling & Testing (Secondary)	\$ 96 hr	80	\$ 7,680
Field Vehicle	\$ 55 dy	26	\$ 1,430
Mileage	\$ 0.60 mi	1040	\$ 624
		Subtotal:	\$ 44,294

Task 3 - Laboratory Materials Testing

Chip Seal Aggregate Testing (assume Abrasion, Soundness & Stripping accepted by certification)

Crushed Particles (CT 205)	\$ 165 ea	1	\$ 165
Flat & Elongate Particles (ASTM D4791)	\$ 270 ea	1	\$ 270
Sieve Analysis (ASTM C136)	\$ 105 ea	5	\$ 525
Abrasion Resistance (LA Rattler - ASTM C131)	\$ 185 ea	1	\$ 185
Soundness (ASTM C88)	\$ 365 ea	1	\$ 365
Film Stripping (CT 302, including prep & mixing)	\$ 240 ea	1	\$ 240

Slurry Seal Aggregate Testing

Sieve Analysis (ASTM C136)	\$ 105 ea	14	\$ 1,470
Sand Equivalent (ASTM D2419)	\$ 110 ea	14	\$ 1,540
Durability Index (CT 229)	\$ 215 ea	1	\$ 215
Abrasion Resistance (LA Rattler - ASTM C131)	\$ 185 ea	1	\$ 185
Soundness (ASTM C88)	\$ 365 ea	1	\$ 365

NV5 WEST, INC.

1868 Palma Drive, Suite A, Ventura, CA 93003
 Phone: (805) 656-6074 Fax (805) 650-6264

An NV5, Inc. Company
 www.NV5.com
 Offices Nationwide 461

Scope of Work and Cost Estimate

Emulsified Asphalt Tests

Residual Asphalt Content

Slurry Seal Testing (assume 2 samples per truck per day)

Wet-Track Abrasion Test

Slurry Moisture Content

Slurry Extraction

	Rate	Units	Total
\$ 110		14	\$ 1,540
\$ 270 ea		14	\$ 3,780
\$ 85 ea		14	\$ 1,190
\$ 155 ea		14	\$ 2,170
Subtotal:			\$ 14,205

TOTAL: \$ 60,802

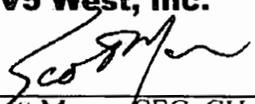
Notes

- 1 This estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Billing will be for actual service provided.
- 2 Inspections will be 4 hour minimums, see Fee Schedule for details.
- 3 Technicians will have a minimum charge of 2 hours for a call-out between 0 to 2 hours.
- 4 Travel by Field Technicians, and all travel to offsite locations will be charged portal-to-portal and mileage.
- 5 Our proposal incorporates California Prevailing Wages for field testing and inspection.
- 6 Services will be performed in accordance with the accompanying "Terms and Conditions" made a part of this agreement.
- 7 Our services are provided in conformance with local standards of professional practice and are not always in full conformance with ASTM, ACI or other published standards.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Reviewed By,



 Scott Moors, CEG, CHg
 Vice President



 Carol Harrison
 Proposal Manager