

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Ron Coons, Interim Public Works Director *RC*  
Prepared by: Al Gali, Assistant Engineer *ALG*

**DATE:** October 20, 2015 (Special CC Meeting of 10/21/15)

**SUBJECT:** Consider Amendment No. 2 to Agreement with All American Asphalt; Amendment No. 1 to Agreement with NV5 West, Inc.; and Resolution Amending the Fiscal Year 2015/16 Budget for Additional Crack Fill and Inspection Services for the 2015 Pavement Rehabilitation (Project 8002)

**SUMMARY**

On July 1, 2015, the City Council approved an agreement with All American Asphalt for the 2015 Pavement Rehabilitation (Project 8002) for \$972,500 with a contingency of \$97,250. The project is nearly complete; however, staff has determined that additional crack fill work could be performed in several areas of the City that would prevent worsening cracking and potholes. Staff is requesting that the City Council consider Amendment No. 2 to the Agreement with All American Asphalt for additional crack filling. A budget amendment in the amount of \$100,000 from Local Transportation 8A Fund (2603) is requested to pay for the additional work. Sufficient funds are available and are an appropriate use of Fund 2603. Approximately \$85,000 will be allocated to All American Asphalt. Inspection of All American Asphalt's work will continue to be performed by NV5 West, Inc. (NV5 West) and will require \$4,000 above their original contingency amount of \$5,198. City Council is also requested to approve amending NV5 West's Agreement for the additional inspection services. The remaining \$11,000 will be reserved for additional work in the event that the City goes out to bid for services as described below.

Although staff intends on All American Asphalt to perform the work, it is possible that the contractor may have a time constraint and may not be able to perform the services. In lieu of awarding to All American Asphalt, the City would solicit informal bids for crack fill work. If bids are below the City Manager's signatory authority of \$50,000.00 or less, the City Manager would award the contract to the successful bidder. In the event bids are

above the City Manager's signature authority staff would return to City Council with a recommendation to award to the successful bidder. City staff will be used for inspection services instead of NV5 West in the event that the City must go out to bid for additional crack filling services. City Council does not need to authorize the solicitation of informal bids.

## **BACKGROUND/DISCUSSION**

Crack fill is an effective and cost effective pavement maintenance method. Most of the City's prior pavement maintenance projects included crack fill but was either limited to non-residential streets or the crack fill was ultimately covered by a slurry seal. During Project 8002's construction, the City received additional complaints from residences living on streets that have not received a pavement treatment (slurry seal or ARAM) for several years. City staff determined that the best course of action is to crack fill both industrial and residential streets but not cover the roads with a slurry seal as historically done in past projects. City staff is in the process of receiving a quote from All American Asphalt. Although not available at the time of this staff report, the quote is not expected to be above \$85,000. At this time, crack fill is enough to prevent worsening of cracking and potholes because the seal will prevent water intrusion. Cracking and potholes form when cracks fill with water, traffic drives over the water filled cracks, and water penetrates the subsurface material lessening the ability to support the traffic load and causing the surface pavement to deflect and eventually crack more or crumble, creating potholes.

All American Asphalt provided reasonable unit prices for Asphalt Concrete Remove and Replace (AC R&R) at 4" and 1.75" deep. At the start of the project City staff used available contingency authorized in the July 1, 2015 staff report to issue Change Order No. 1 (CCO#1) in the amount of \$72,092 which added approximately 21,600 square-feet of additional 4" deep AC R&R. The change order allowed the City to repair deteriorated pavement throughout the City. As a result of CCO#1, ancillary items such as striping and manhole utility adjustments require an additional change order. Contract Change Order No. 2 (CCO#2) in the amount of \$25,158 covers striping and additional yellow centerlines located throughout the City. Utility manhole adjustments are also included in CCO#2. The number of manhole adjustments required due to CCO#1 exceeded the original contingency of \$97,250 by approximately \$632; consequently, a portion of Amendment No. 2's scope of services will include the remaining manhole adjustments. The \$85,000 requested for Amendment No. 2 will cover the manhole adjustment expenses as well as the additional crack fill, ancillary striping, and other expenses to complete the project. 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 original streets included in the 2015 Pavement Rehabilitation Project are shown on Attachment 1. The additional pavement repair locations due to CCO#1 are listed in Attachment 2. The additional crack-fill only streets are listed in Attachment 3.

If City Council approves amending All American Asphalt's Agreement to perform additional crack filling, the revised project schedule would be as follows:

Award of Construction Contract	07/01/2015
Notice to Proceed	08/01/2015
Original Project Completion	10/06/2015
Revised Project Completion	12/31/2015

Project administration will be performed by City staff with construction inspection to be provided by NV 5 West. The City awarded an agreement with NV 5 West on July 1, 2015, to provide said services. The original awarded consultant agreement for these services is in an amount not to exceed \$60,802 with a contingency of \$5,198 for a total cost of \$66,000. To date, the contingency has not been required, but will be used for additional inspection services related to All American Asphalt's crack fill work. Staff is anticipating that NV5 West will need approximately \$4,000 additional funding, along with the \$5,198 in original contingency to perform the additional inspection services.

As previously stated, staff is presently working with both All American Asphalt and NV5 West to finalize both of their proposals. In the event that the contractors determine that they do not have the ability to complete the new work while they are still in Moorpark completing their original scope of services, City staff proposes performing an informal bid for the crack filling project. In the event bids are within the City Manager's signature authority of \$50,000, he will execute an Agreement with the selected bidder. If bids are above the City Manager's signature authority staff will return to City Council with a recommendation to award the bid. Inspection services would be performed in-house in the event NV5 West is unable to perform inspection of the additional crack-filling services.

**FISCAL IMPACT**

1. **Project Cost Estimate**

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

Construction			
Bid Amount	\$		972,500
CCO#1	\$		72,092
CCO#2	\$		25,158
Extra Crack Fill and Utility Adjustments due to CCO#1	\$		85,000
		Construction Total	\$ 1,154,750
Construction Inspection and Material Testing		\$	60,802
Inspection for Extra Crack Fill Project	\$		9,198
		Inspection Total	\$ 70,000
		Project Total	\$ 1,224,750
Waterworks District Reimbursement*	\$		(49,020)
CalRecycle Tire Grant Reimbursement	\$		(31,500)
		Total Cost to City	\$ 1,144,230

\*Estimate

The Fiscal Year 2014/15 Capital Improvements Budget was \$96,320 for construction. The project budget was amended at the July 1, 2015 Council meeting with an additional \$1,039,430 for a total budget of \$1,135,750. The aforementioned change orders and extra crack fill will exceed the previously amended budget and therefore an additional \$100,000 is recommended to fund the additional utility manhole adjustments, crack fill, and construction inspection of the additional work. A resolution amending the budget (Attachment 4) is required to appropriate the additional \$100,000 from Local Transportation 8A Fund (2603). The budget amendment will result in a projected fund balance of \$268,567 for Fund 2603 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 on the following page.

Fund	Current FY 15/16 Budget (\$)	Proposed Change (\$)	Proposed FY 15/16 Budget (\$)
<b>Construction</b>			
2603: Local Transportation 8A	738,000.00	96,000.00	834,000.00
2605: Gas Tax	300,250.00		300,250.00
2609: Other State Funds	31,500.00		31,500.00
Construction Total	1,069,750.00	96,000.00	1,165,750.00
<b>Inspection</b>			
2603: Local Transportation 8A	0.00	4,000.00	4,000.00
2605: Gas Tax	66,000.00		66,000.00
Inspection Total	66,000.00	4,000.00	70,000.00
Total	1,135,750.00	100,000.00	1,235,750.00

As previously mentioned, Amendment No. 2 to All American Asphalt's Agreement is expected to be no more than \$85,000, including \$632 for manhole adjustments. Amendment No. 1 to NV5 West's Agreement is expected to be no more than \$9,198.00.

**STAFF RECOMMENDATION (ROLL CALL VOTE)**

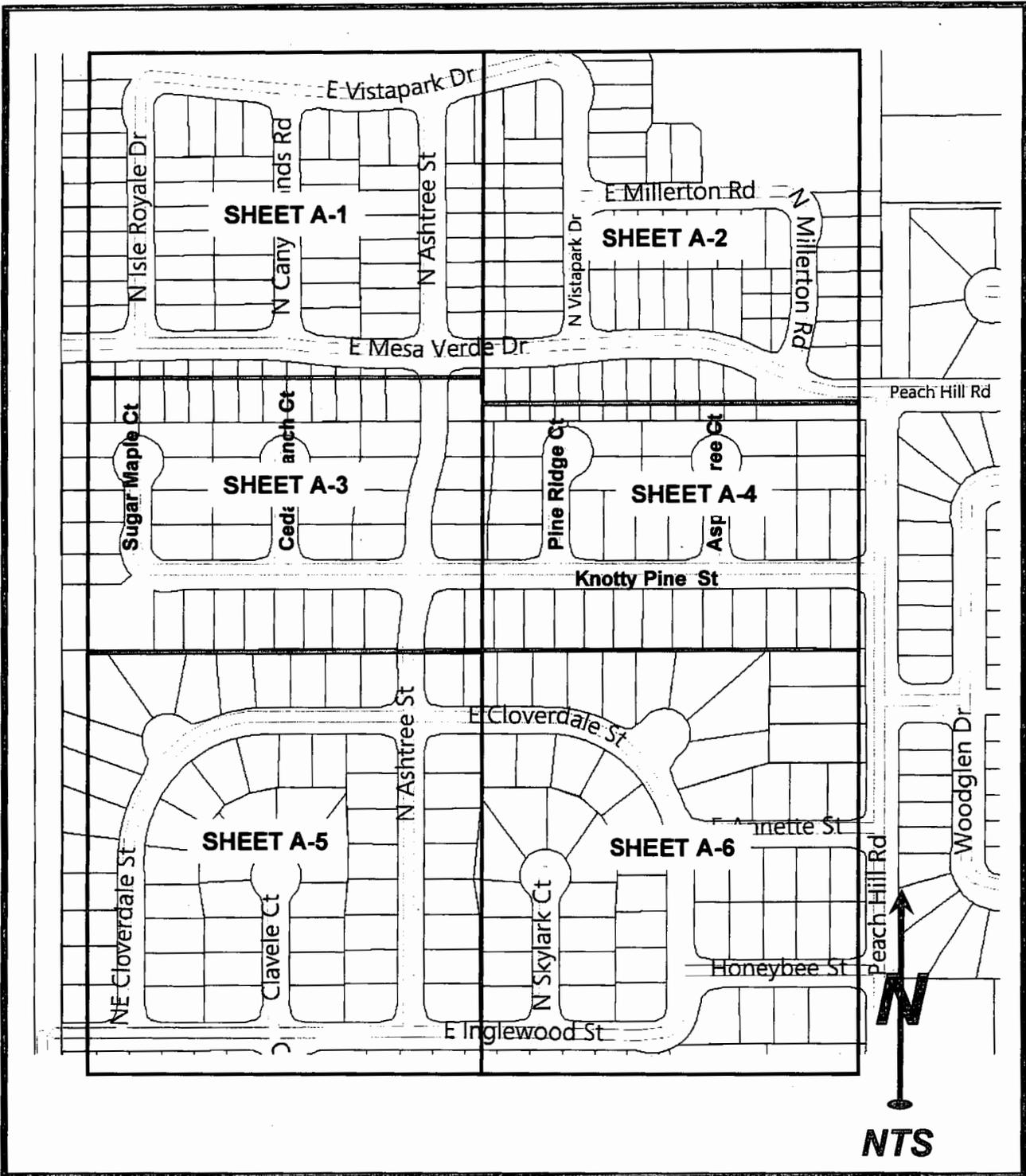
1. Approve Amendment No. 2 to Agreement with All American Asphalt and authorize the City Manager to sign the Amendment, subject to final language approval of the City Manager; and
2. Approve Amendment No. 1 to Agreement with NV5 West, Inc., and authorize the City Manager to sign the Amendment, subject to final language approval of the City Manager; and
3. Adopt Resolution 2015 - \_\_\_\_\_, amending the FY 2015/16 Budget to fund additional construction and inspection services for the subject project.

**Attachments:**

- 1 – Pavement Rehabilitation Location Maps
- 2 – List of Streets due to CCO#1
- 3 – List of Additional Crack Fill Only Streets
- 4 – Resolution 2015 - \_\_\_\_\_
- 5 – Amendment No. 2 to All American Asphalt Agreement
- 6 – Amendment No. 1 to NV 5 West Agreement



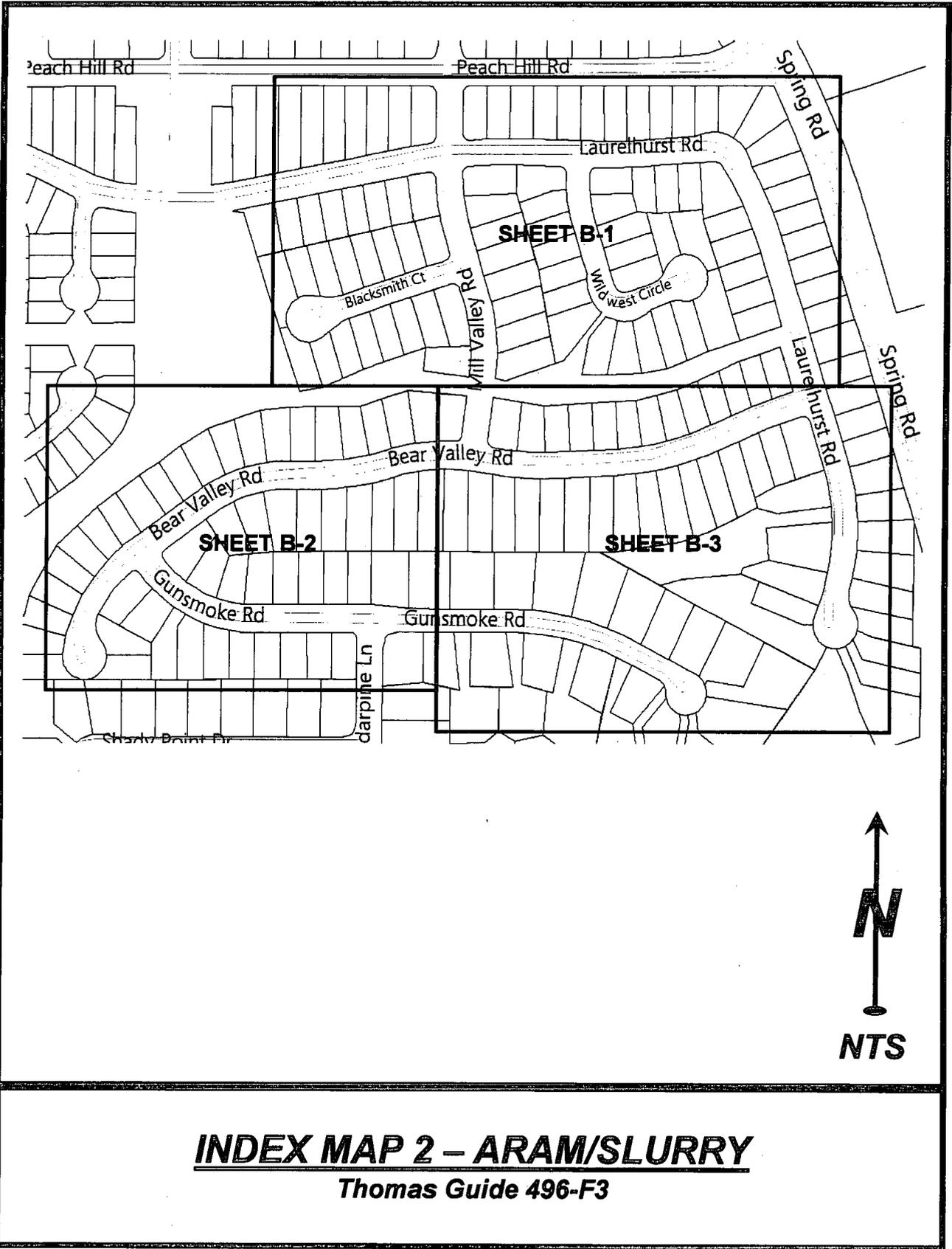
# MPK 15-02 -- 2015 Pavement Rehabilitation Project



## INDEX MAP 1 - ARAM/SLURRY

Thomas Guide 496-E2, E3

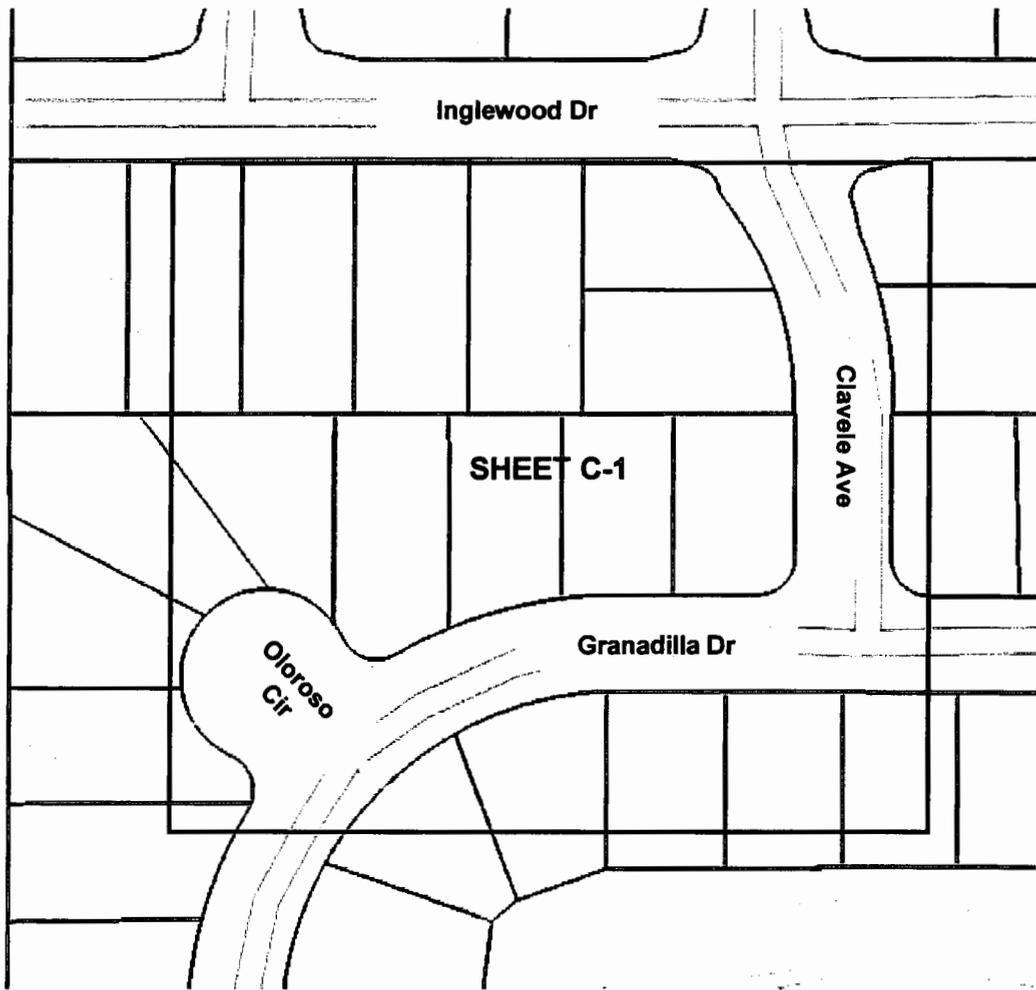
# MPK 15-02 -- 2015 Pavement Rehabilitation Project



## INDEX MAP 2 - ARAM/SLURRY

Thomas Guide 496-F3

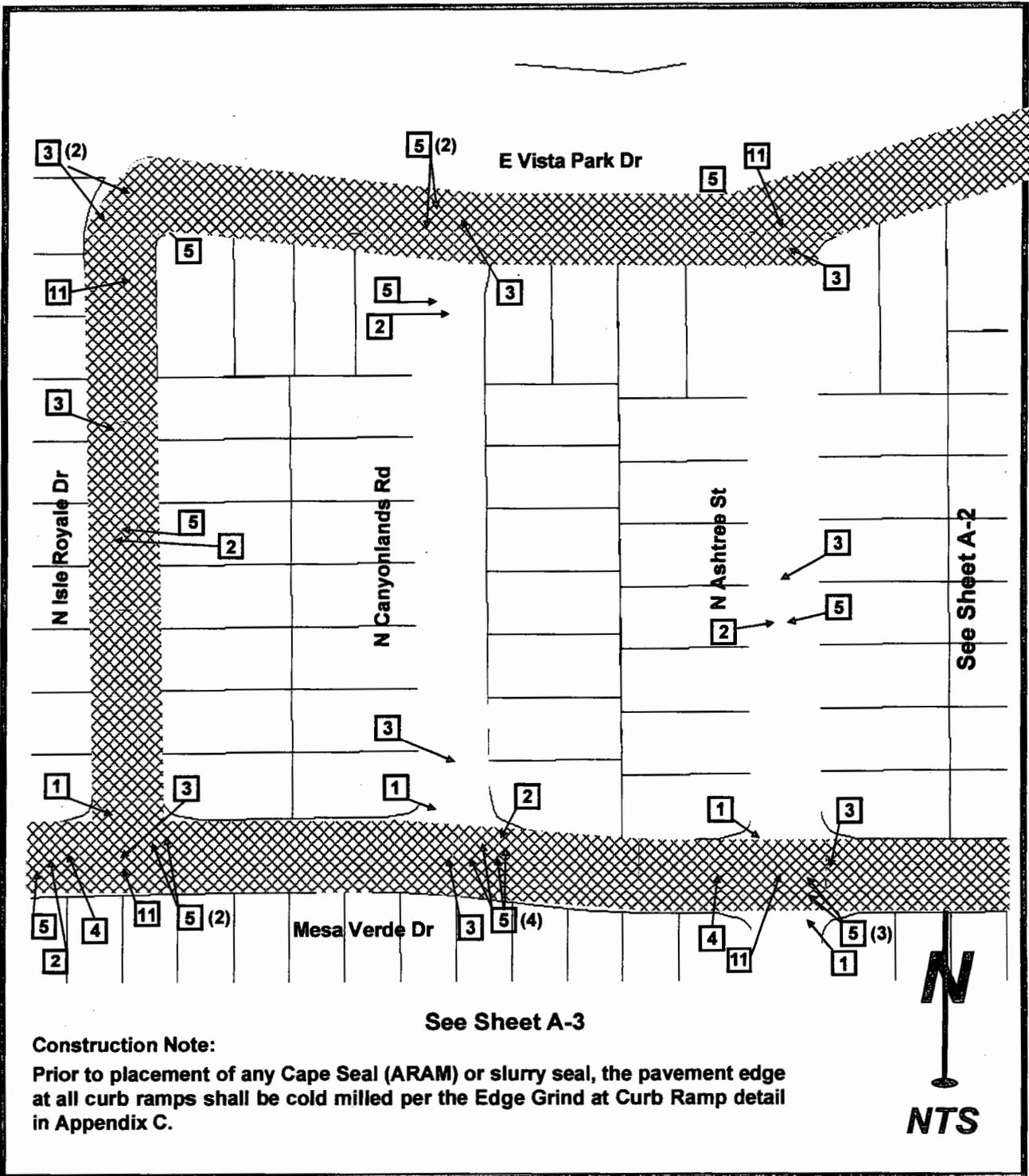
# MPK 15-02 -- 2015 Pavement Rehabilitation Project



## INDEX MAP 3 – ARAM/SLURRY

Thomas Guide 496-E3

# MPK 15-02 -- 2015 Pavement Rehabilitation Project



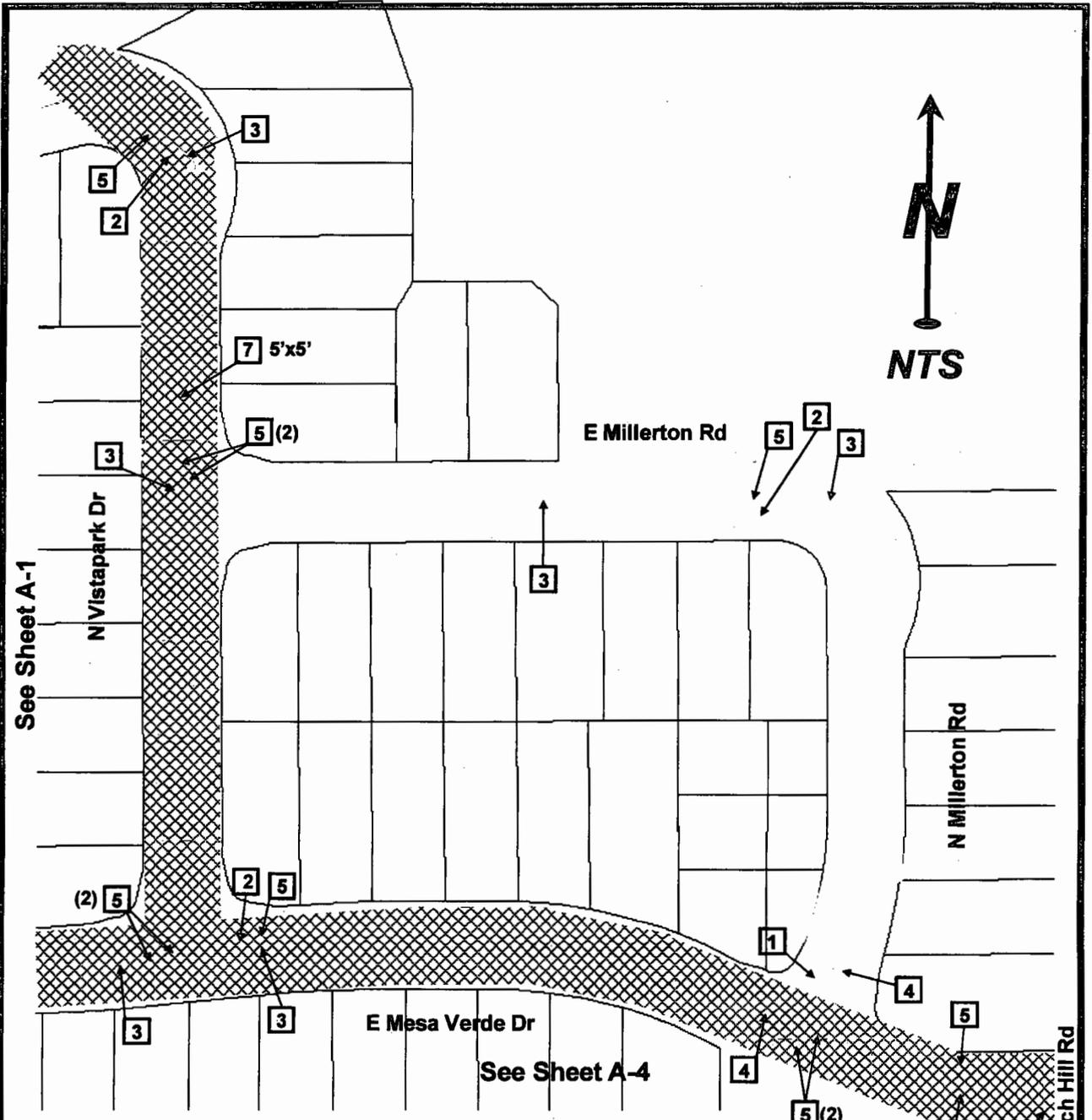
See Sheet A-3

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

Sheet A-1

# MPK 15-02 -- 2015 Pavement Rehabilitation Project



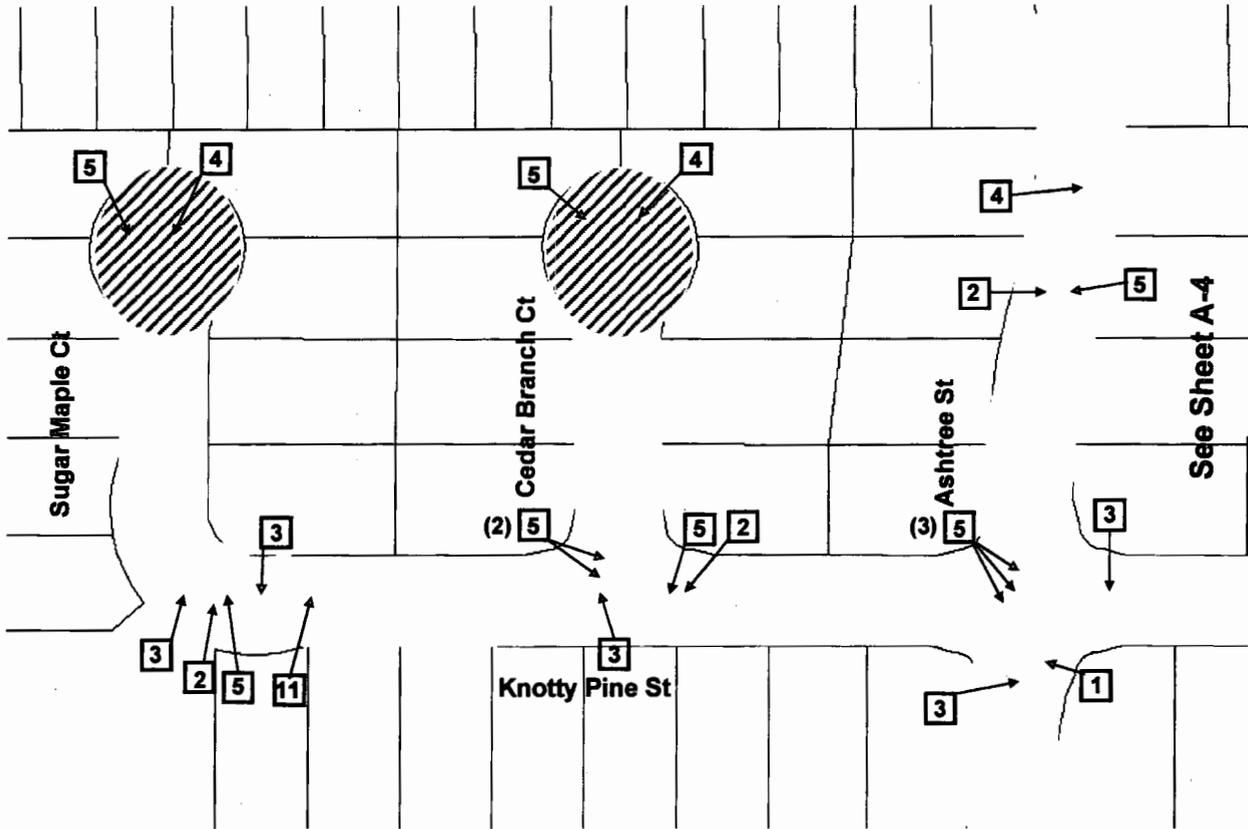
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LEGEND	
ARAM	Slurry Seal Only
Stop Bar & Legend	Sewer Cleanout
Blue RPM (Hydrant Marker)	Valve Lid
Manhole Lid	Curb & Gutter R & R
	Asphalt R & R
	Std Pln A20A Detail 21
	Std Pln A24E "X-Walk"
	Std Pln A20D Detail 38A
	Survey Monument

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.



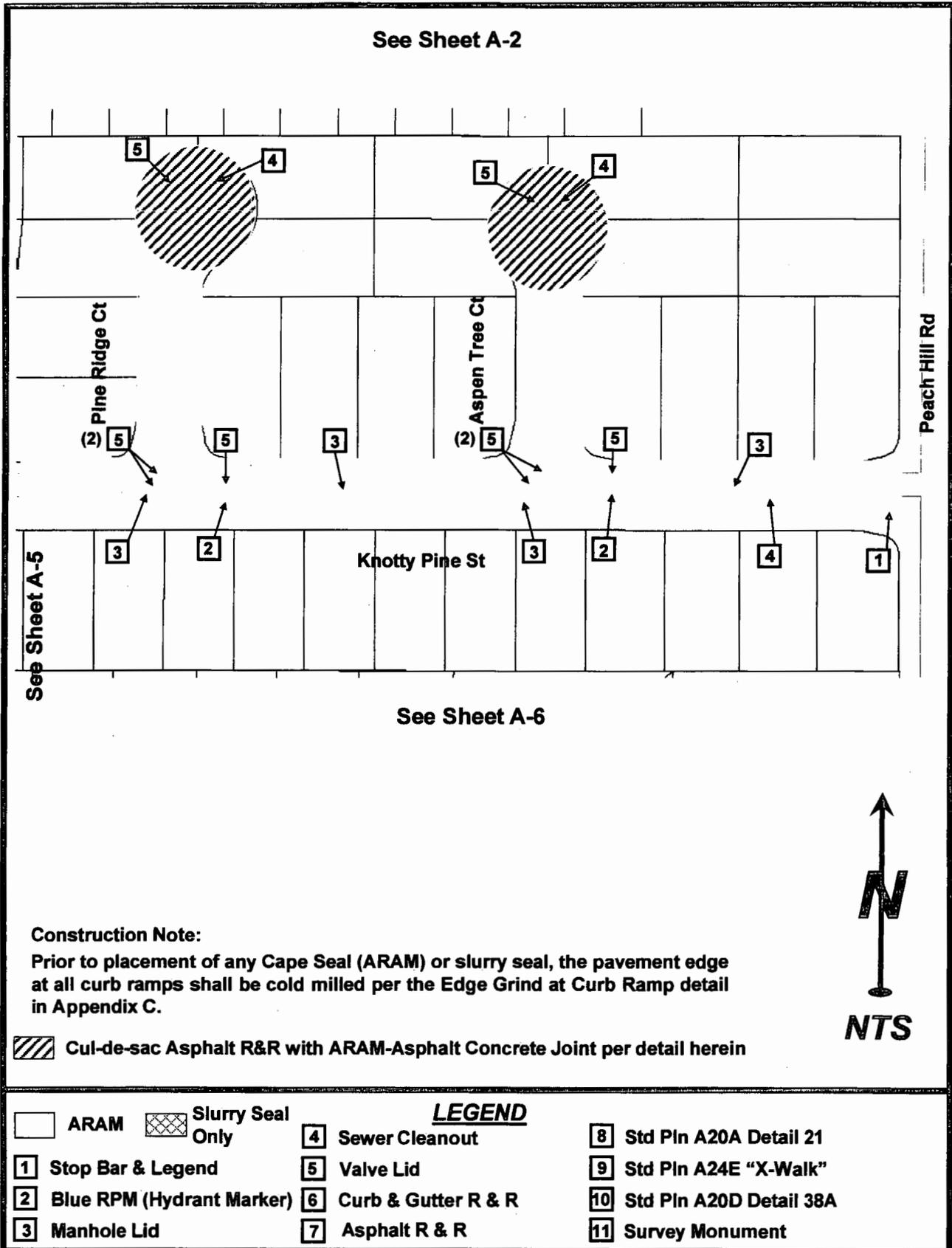
NTS

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

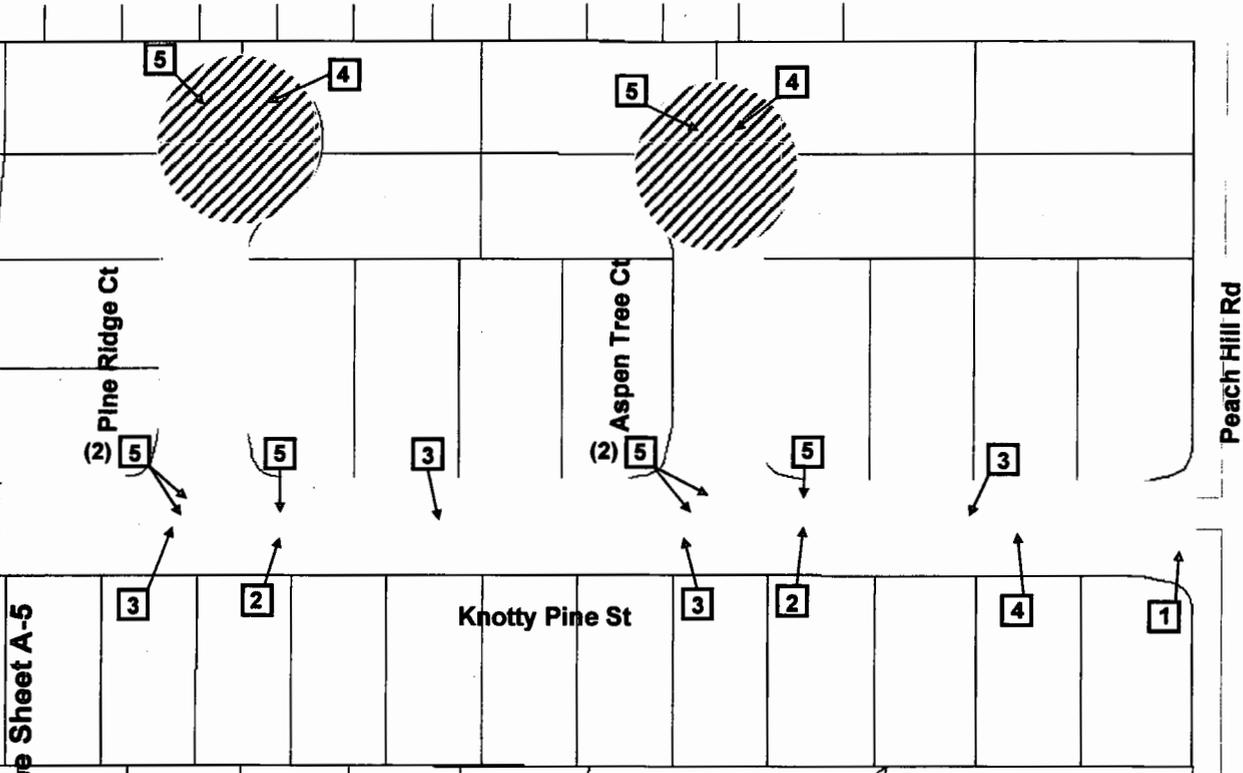
ARAM	Slurry Seal Only	<b>LEGEND</b>	
Stop Bar & Legend	Sewer Cleanout	Std Pln A20A Detail 21	
Blue RPM (Hydrant Marker)	Valve Lid	Std Pln A24E "X-Walk"	
Manhole Lid	Curb & Gutter R & R	Std Pln A20D Detail 38A	
	Asphalt R & R	Survey Monument	

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

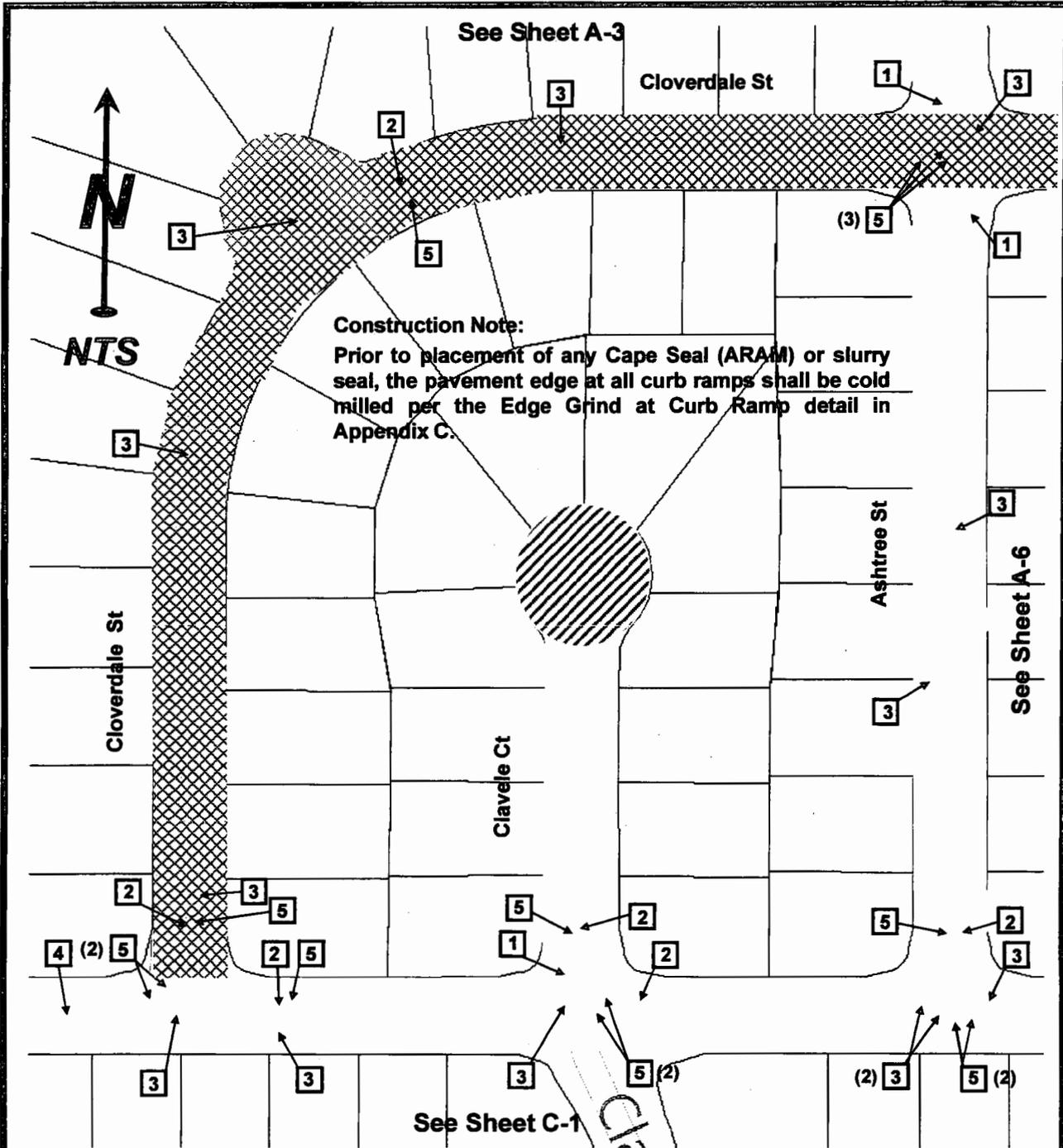
 Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein

**LEGEND**

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

Sheet A-4

# MPK 15-02 -- 2015 Pavement Rehabilitation Project

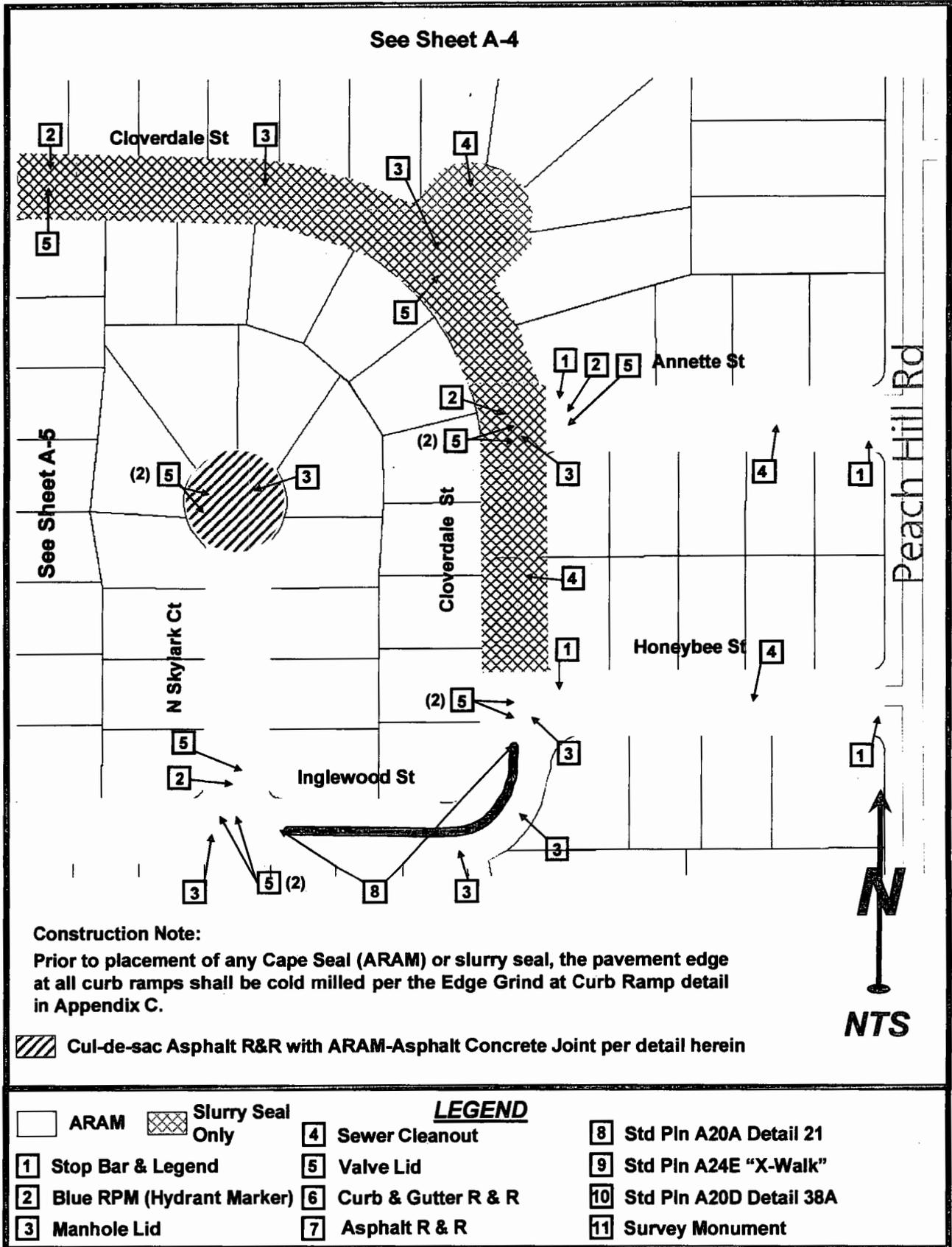


Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein

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

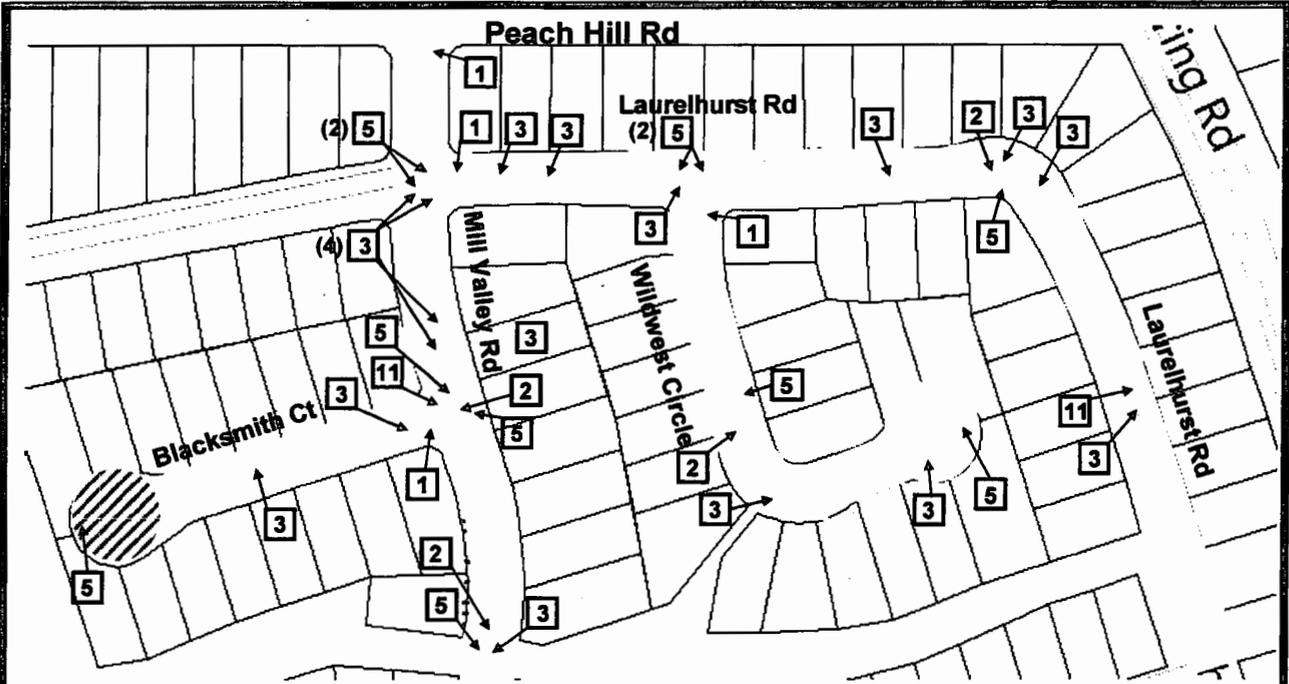
Sheet A-5

# 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.



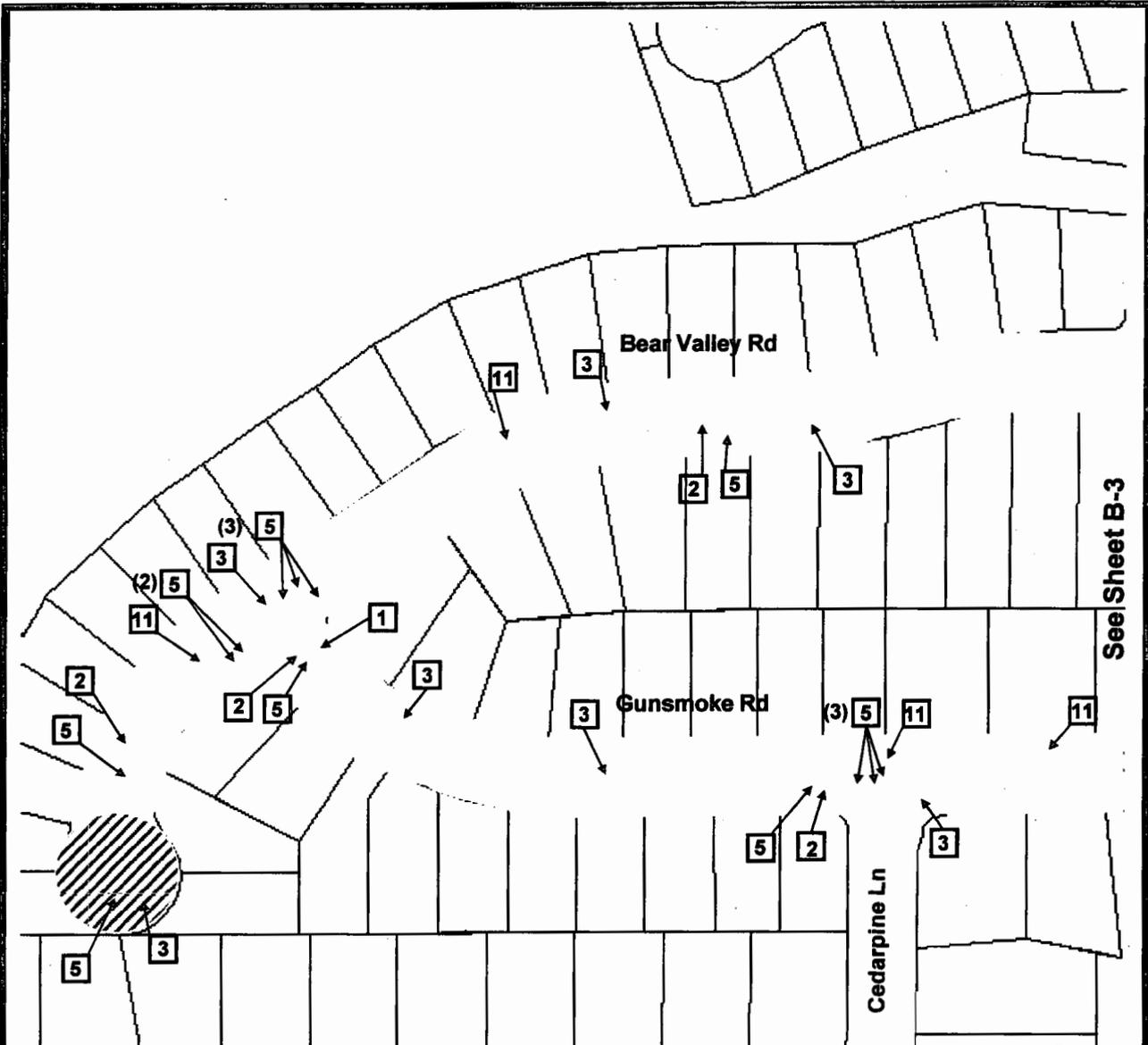
NTS

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

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

Sheet B-1

# MPK 15-02 -- 2015 Pavement Rehabilitation Project



**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.

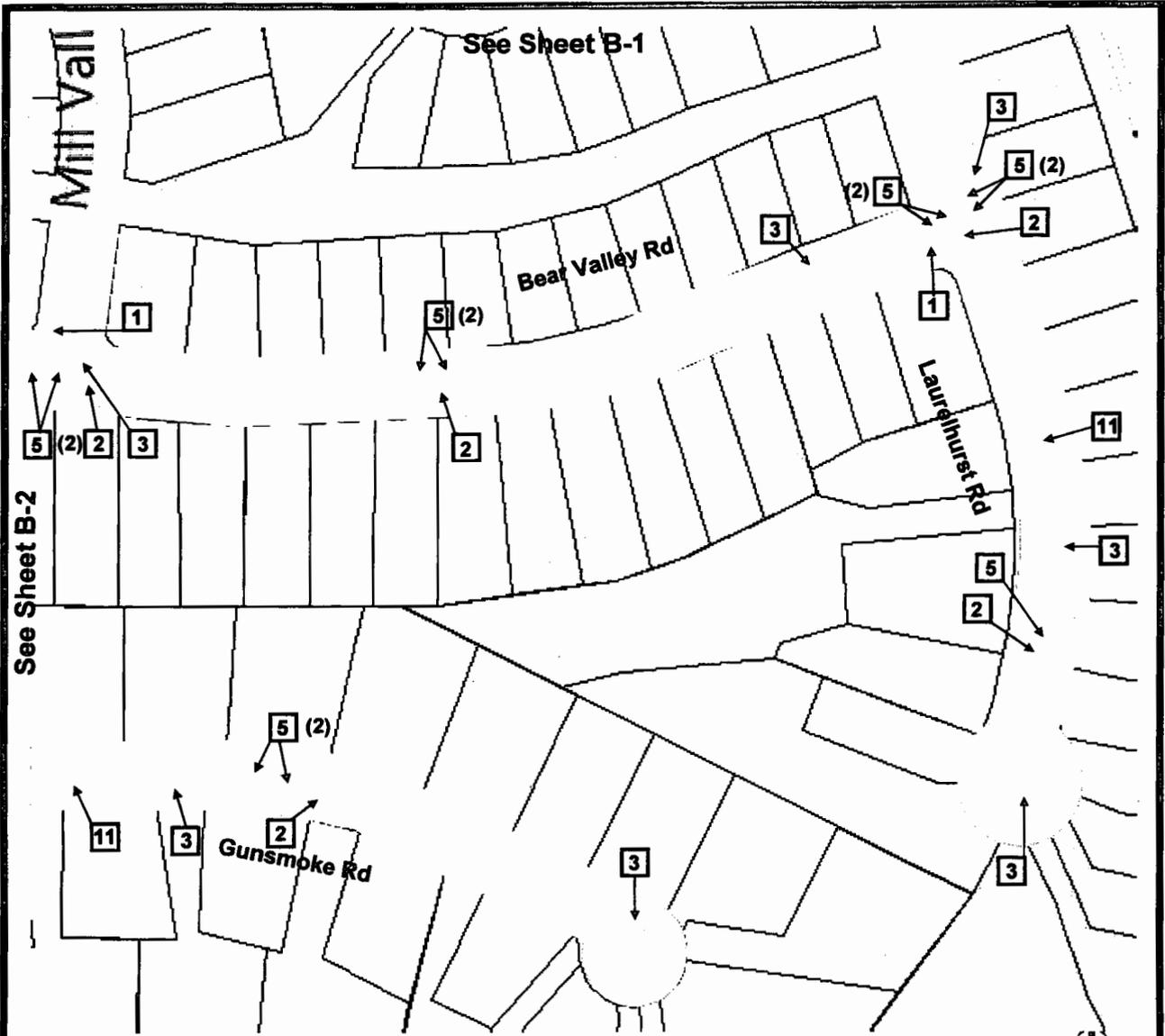
 Cul-de-sac Asphalt R&R with ARAM-Asphalt Concrete Joint per detail herein



**LEGEND**

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

# MPK 15-02 -- 2015 Pavement Rehabilitation Project



**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.

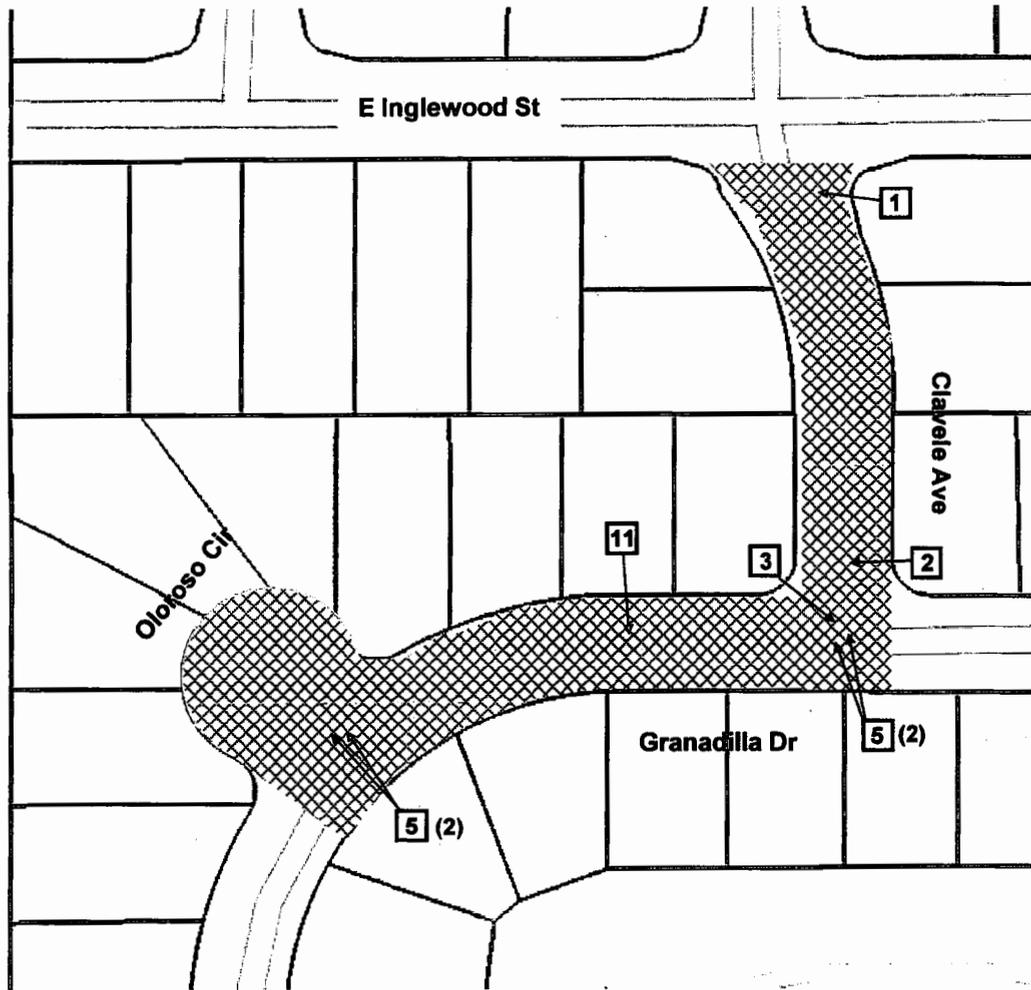


**LEGEND**

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

# MPK 15-02 -- 2015 Pavement Rehabilitation Project

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.



**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 | 7 Asphalt R & R         | 11 Survey Monument         |
| 3 Manhole Lid               |                       |                         |                            |

Sheet C-1

**City of Moorpark - Public Works Department  
REMOVE AND REPLACE 4" AC**

Date	Address	Street name	Direction of travel	Distance from cross street (ft)	Direction	Cross street	Width (ft - in)	Length (ft - in)	SF	City Tree	Causes			Previous Mediation		Comments	
											Private Tree	HOA Tree	Previously removed & replaced	Previously grind			
07/31/15		CAMPUS PARK DR	West			PENN ST	3	10	30								
07/31/15		CAMPUS PARK DR	West			PENN ST	8	10	80								
07/31/15		CAMPUS PARK DR	West			PENN ST	8	9	72								
07/31/15		CAMPUS PARK DR	East	220	East	PRINCETON AV	4	4	16	✓							
07/31/15		CAMPUS PARK DR	East	320	East	PRINCETON AV	6	6	36	✓			✓				
07/31/15		CAMPUS PARK DR	East	500	East	PRINCETON AV	3	4	12	✓							
07/31/15		CAMPUS PARK DR	West	285	East	PRINCETON AV	5	13	65	✓				✓			
07/31/15		COLLINS DR	South	80	North	BENWOOD DR	4	8	32		✓						
07/31/15		COUNTRYWOOD DR	West	50	West	TIERRA REJADA RD	12	19	228		✓						
07/31/15		GABBERT RD	South			Across-5220 Gabbert RD	2	26	52		✓						Across from 5220 Gabbert RD
07/31/15	5027	GABBERT RD	South				3	80	240		✓						
07/31/15	5027	GABBERT RD	South				3.5	36	126		✓						
08/03/15		MOUNTAIN TRAIL ST	East	180	West	SUMMERGLEN CT	8	10	80			✓					
08/03/15		PEACH HILL RD	North			KNOTTY PINE ST	4	37	148								
08/03/15		PEACH HILL RD	North			WESTGATE RD	4	30	120								
08/03/15		PEACH HILL RD	North			WESTGATE RD	4	89	356								
08/03/15		PEACH HILL RD	North			WESTGATE RD	4	135	540								
08/03/15	13219	PEACH HILL RD	South				4	57	228								
08/03/15	13219	PEACH HILL RD	South					10	25	250							
08/03/15	13219	PEACH HILL RD	South				4	20	80								
08/03/15	13219	PEACH HILL RD	North				6	73	438								
08/04/15		WALNUT CREEK RD				ARBOR HILL ST	27	375	10125								From Arbor Hill to Coral Crest both sides of street
08/04/15		WALNUT CREEK RD				CORAL CREST CT	27	295	7965								From Coral Crest to Misty Grove both sides of street
08/04/15		WALNUT CREEK RD	North	100	South	MISTY GROVE ST	5	40	200								
									<b>TOTAL</b>	<b>21519</b>							

Attachment 2  
Change Order No. 1 MPK 15-02  
All American Asphalt

**2015 Pavement Rehabilitation Project MPK 15-02 (Project 8002)  
Additional Crack Fill Streets**

University Dr  
Trollope Ct  
Borges Ct from University Dr to end of cul-de-sac  
Freshman Ct  
Sophomore Ct  
Griffith Ln  
Graduate Cir  
Swift Pl  
Milne Ct

Leta Yancy Rd  
Unidos Ave  
James Weak Ave  
Villa Campesina Ave  
Juarez Ave

Maureen Ln North and south of Los Angeles Ave  
Discover Ct  
Challenger Ct  
Hertz St  
Bonsai Ave  
Tejeda Ave  
Kazuko Ct  
Goldman Ave

Moorpark Ave south of Los Angeles Ave

Cornett Ave  
McFadden Ave

Park Ln  
Lassen Ave

Portions of the following streets as determined in the field:  
Stanley Ct, Sosna Ct, Thionet Pl, Bitner Pl, Mahan Ct, Rain Ct, Seitz Ct, and Braun Ct.

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), FOR ADDITIONAL CONSTRUCTION AND INSPECTION SERVICES 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 2015/16; and

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

WHEREAS, on July 1, 2015, City Council approved Resolution No. 2015-3420, which amended the 2015 Pavement Rehabilitation Capital Improvement Project 8002 with an increase of \$738,000 from Local Transportation 8A Fund (2603), \$269,930 from Gax Tax Fund (2605), and \$31,500 from Other State Funds (2609); and

WHEREAS, a staff report has been presented to the City Council requesting a budget adjustment increase of \$100,000 from Local Transportation 8A Fund (2603); 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 \$100,000 as more particularly described in Exhibit "A", is hereby approved.

SECTION 3. 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 21<sup>st</sup> day of October, 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)  
TO INCREASE FUNDING FOR THE 2015 PAVEMENT  
REHABILITATION, SPECIFICATION NO. MPK 15-02 (PROJECT 8002)  
FY 2015-2016**

**FUND BALANCE ALLOCATION:**

<b>Fund Title</b>	<b>Fund-Account Number</b>	<b>Amount</b>
LOCAL TRANSPORTATION 8A	2603-5500	\$ 100,000.00
Total		\$ 100,000.00

**EXPENDITURE APPROPRIATION:**

<b>Account Number</b>	<b>Current Budget</b>	<b>Revision</b>	<b>Amended Budget</b>
2603.8310.8002.9640	\$ 738,000.00	\$ 100,000.00	\$ 838,000.00
2605.8310.8002.9640	\$ 366,250.00	\$ -	\$ 366,250.00
2609.8310.8002.9640	\$ 31,500.00	\$ -	\$ 31,500.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ 1,135,750.00	\$ 100,000.00	\$ 1,235,750.00

Finance Approval: 

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
ALL AMERICAN ASPHALT FOR THE 2015 PAVEMENT REHABILITATION  
SPECIFICATION NO. MPK 15-02**

This Amendment No. 2 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and All American Asphalt, a corporation ("Contractor"), for pavement rehabilitation services ("Agreement"), is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

WHEREAS, on July 15, 2015, the City and Contractor entered into an Agreement to have the Contractor provide construction services related to pavement maintenance and rehabilitation; and

WHEREAS, on \_\_\_\_\_, the City and Contractor executed Amendment No. 1, adding ninety-seven thousand two hundred fifty dollars (\$97,250.00) contingency; and

WHEREAS, on October 21, 2015, the Moorpark City Council approved adding additional work to the Contractor's Scope of Services, attached hereto as Exhibit D, and increasing the value of the Agreement an additional eighty-five thousand dollars (\$85,000.00); and

WHEREAS, the City and Contractor now desire to amend the Agreement to include the additional work in Section 2, Scope of Services, and Section 5, Payment, and increase the total contract amount, and document said agreement to amend by jointly approving Amendment No. 2 to the Agreement.

**NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:**

- I. Section 2, SCOPE OF SERVICES, is amended by replacing paragraphs 1, 2 and 3 in this section in their entirety as follows:

"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; and Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B and Exhibit D. Compensation shall not exceed the rates or total value of nine hundred seventy-two thousand five hundred dollars (\$972,500.00) as stated in Exhibit B, eighty-five thousand dollars (\$85,000.00) as stated in Exhibit D, plus a contingency of ninety-seven thousand two hundred fifty dollars (\$97,250.00) for a total amount of one million one hundred fifty-four thousand seven hundred fifty dollars (\$1,154,750.00) without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.”

II. Section 5, PAYMENT, is amended by replacing paragraph 1 of this section in its entirety as follows:

“The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B and Exhibit D, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Compensation shall not exceed one million fifty-seven thousand five hundred dollars (\$1,057,500.00) as stated in Exhibit B and Exhibit D, plus a contingency of ninety-seven thousand two hundred fifty dollars (\$97,250.00) for the total term of the Agreement, without a written amendment to the agreement executed by both parties.”

III. Remaining Provisions:

Except as revised by this Amendment No. 2, all of the provisions of the Agreement shall remain in full force and effect.

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

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Mark Luer  
President

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

**EXHIBIT D**

**Consultant's Proposal will be inserted here.**

**AMENDMENT NO. 1  
TO 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 Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and NV5 West, Inc., a corporation ("Consultant"), for construction inspection and material testing services ("Agreement"), is made and entered into the \_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

WHEREAS, on July 15, 2015, the City and Consultant entered into an Agreement to have the Consultant provide construction inspection and material testing services for the 2015 Pavement Rehabilitation Project, Specification No. MPK 15-02; and

WHEREAS, on October 21, 2015, the Moorpark City Council approved adding additional work to the Consultant's Scope of Services, attached hereto as Exhibit D, and increasing the value of the Agreement from sixty thousand eight hundred two dollars (\$60,802.00) by nine thousand one hundred ninety-eight (\$9,198.00) for a total of seventy thousand (\$70,000.00); and

WHEREAS, the City and Consultant now desire to amend the Agreement to include the additional work in Section 2, Scope of Services, and Section 5, Payment, and increase the total contract amount and document said agreement to amend by jointly approving Amendment No. 1 to the Agreement.

**NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:**

I. Section 2, SCOPE OF SERVICES, is amended by replacing this section in its entirety as follows:

"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 and Exhibit D. In the event there is a conflict between the provisions of Exhibit C, Exhibit D, and this Agreement, the language contained in this Agreement shall take precedence.

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

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit C and Exhibit D. Compensation shall not exceed the rates or total contract value of seventy thousand dollars (\$70,000.00) as stated in Exhibit C and Exhibit D, 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.”

II. Section 5, PAYMENT, is amended by replacing paragraphs 2 and 3 of this section in its entirety as follows:

“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 and Exhibit D, based upon actual time spent on the above tasks. This amount shall not exceed seventy thousand dollars (\$70,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

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.

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Scott Moors  
Vice President

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

**EXHIBIT D**

**Consultant's Proposal will be inserted here.**