CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	AESCO, INC.
City Department in charge of Contract:	Department of Public Works
Contact Person for City Department:	Tatiana Holden, P.E., Deputy Public Works Director
Period of PerfoAESCOnce for Contract:	September 1, 2024 – August 31, 2027
Not to Exceed Amount of Contract:	One Hundred Thousand Dollars ($100,000)
Scope of Work for Contract:	On-Call Material Testing and Special Inspection Services

Insurance Requirements for Contract:

☒ yes ☐ no - Is General Liability insurance required in this contract?

☒ yes ☐ no - Is Auto insurance required in this contract?

☒ yes ☐ no - Is Professional insurance required in this contract?

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

MASTER ON-CALL SERVICES AGREEMENT
Providing Payment of Prevailing Wages

(City of Calabasas /AESCO, INC.)

1. IDENTIFICATION

This MASTER ON-CALL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **AESCO, Inc., a California, Corporation** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following services from a contractor: **On-Call Material Testing and Special Inspection Services**.

2.2. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. This Agreement has been awarded to the lowest responsive and responsible bidder, on the basis of an objective fee schedule proposal for on-call services. The City has set the basis for the rate, in specific physical units. Contractor's proposed rate including materials, labor, and all related costs, attached hereto as Exhibit B and incorporated herein by reference, is the fee schedule and basis for any Task Orders issued pursuant to this Agreement.

2.4. Contractor represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Contractor from performing the terms of this Agreement, or (3) present a significant risk of the disclosure of confidential information.

2.5. Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Contractor to disclose any campaign contribution by the Contractor or the Contractor's agent to City Councilmembers or other City officials of more than $250 in the aggregate in the preceding 12 months. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Contractor's execution of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

3. DEFINITIONS

3.1. "Scope of Services": Such services as are set forth in Contractor's proposal to City attached hereto as Exhibit A, as well as any executed Task Orders attached as Exhibits which shall be incorporated herein by reference.

3.2. "Approved Fee Schedule": Such compensation rates as are set forth in Contractor's fee schedule to City attached as Exhibit B and incorporated herein by this reference. Compensation shall be tied to a volumetric or otherwise objective measure of work which shall include labor costs without a separate hourly rate. For example, for paving work, the fee schedule shall be in terms of cubic feet of paving material. Labor costs shall be included in all fee estimates and Contractor shall not separately charge for labor.

3.3. "Standard Specifications": The latest edition of the Standard Specifications for Public Works Construction ("SSPWC" or "Greenbook") shall be incorporated by reference into this Agreement as if fully replicated herein. These Standard Specification may be supplemented, amended, or replaced by the provisions contained in this Agreement hereinbelow. To the extent that anything in this Agreement conflicts with the terms or requirements of the SSPWC, this Agreement shall control.

3.4. "Agreement Administrator": The Agreement Administrator for this project is **Tatiana Holden, P.E., Deputy Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor.

3.5. "Maximum Amount": The total amount of compensation for work performed under this Agreement shall be **One Hundred Thousand Dollars ($100,000)**

3.6. "Commencement Date": **September 1, 2024.**

3.7. "Termination Date": **August 31, 2027.**

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Contractor may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this agreement.

5. IDENTIFICATION OF PROJECTS

When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Contractor may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Contractor. Each Task Order shall be attached to this Agreement as a sequentially-identified exhibit and thereby incorporated by reference. Contractor shall only perform services under this Agreement pursuant to a Task Order approved and executed by the City.

6. CONTRACTOR'S DUTIES

6.1. **Services**. Contractor shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.

6.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

6.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

6.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. Professional Standards. Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

6.6. Appropriate Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Omar Chamaa, P.E.** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 9 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for Contractor's review prior to executing this Agreement.

6.8. Unauthorized Delay. Contractor shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) workdays after execution thereof if no time is specified, as directed by the Agreement Administrator. If Contractor fails to complete such services to the satisfaction of City within the designated time period, Contractor agrees to forfeit and pay City the amount of fifty dollars ($50.00) per day for each and every day of unauthorized delay beyond the designated time period, which shall be deducted from any monies due Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the Task Order, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.

6.9. Unforeseeable Delay. Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the

Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

6.10. Defective Work. All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.

6.11. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

6.12. Notification of Organizational Changes. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.

6.13. Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7. SUBCONTRACTING AND ASSIGNMENT

7.1. General Prohibition of Assignment. This Agreement covers construction services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

7.2. Contractor Responsible. Contractor shall be responsible to City for all services to be performed under this Agreement.

7.3. Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to any Task Order. Contractor is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 14, to City's satisfaction.

7.4. Compensation for Subcontractors. Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

8. COMPENSATION

8.1. General. City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the fees identified in the Task Order and in accordance with Exhibit B to this Agreement in full satisfaction for such services. Compensation shall not exceed the fees identified in Exhibit B to this Agreement, nor shall the total amount of compensation under this Agreement exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement and authorized in the Task Order.

8.2. Retention. City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered

bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.

8.3. Invoices. Contractor shall submit to City an invoice within 30 days of completion of each Task Order. Each invoice shall identify the Task Order amount as well as the total amount paid to the Contractor under prior Task Orders and invoices.

8.4. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.

8.5. Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8.6. Additional Work. Contractor shall not be reimbursed for any expenses incurred for work performed beyond that identified in a Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Contractor shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

9. LABOR CODE

9.1. Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

9.2. Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

9.3. Forfeiture. Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or

portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

9.4. Apprentices. Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

9.5. Payroll Records. Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776. Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

9.6. 8-Hour Workday. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

9.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR).

10. PUBLIC CONTRACT CODE.

10.1. Prompt Payment. This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

10.2. Public Works Claims Less Than $375,000. To the extent applicable, this Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

10.3. Ineligible Subcontractor(s). This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.

10.4. Assignment of Actions. Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Contractor in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

12. RELATIONSHIP OF PARTIES

12.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

12.2. No Agent Authority. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.3. Independent Contractor Status. Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

12.4. Indemnification of CalPERS Determination. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

13. INDEMNIFICATION

13.1. Definitions. For purposes of this section, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

13.2. Contractor to Indemnify City. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "indemnitees") ") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of Contractor, Contractor's representative, or any of its officers, agents, employees, subcontractors or suppliers, or any person or organization directly or indirectly employed by any of them (collectively, the "indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this agreement.

13.3. Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

13.4. Attorney's Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

13.5. Defense Deposit. The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.

13.6. Waiver of Statutory Immunity. The obligations of Contractor under this section are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.

13.7. Indemnification by Subcontractors. 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 in the performance of this Agreement on Contractor's behalf.

13.8. Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14. INSURANCE

14.1. Insurance Required. Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

14.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference:
  - Project Name
  - Additional Insured
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

14.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: $1,000,000 per occurrence, $2,000,000 aggregate

- General Liability:

- General Aggregate: $2,000,000
- Products Comp/Op Aggregate $2,000,000
- Personal & Advertising Injury $1,000,000
- Each Occurrence $1,000,000
- Fire Damage (any one fire) $ 50,000
- Medical Expense (any 1 person) $ 5,000

- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident $1,000,000
  - EL Disease – Policy Limit $1,000,000
  - EL Disease – Each Employee $1,000,000

- Automobile Liability
  - Any vehicle, combined single limit $1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

14.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

14.5. Worker's Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

14.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

14.7. Professional Liability Insurance. If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. If such work

is not included in the Scope of Services, or required by the Task Order, Professional Liability Insurance shall not be required.

14.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

14.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of Calabasas must be endorsed as an additional insured for each policy required herein, other than for Professional Liability if required, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

14.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

14.11. Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Calabasas, **Attn: Tatiana Holden, P.E., Deputy Public Works Director**, 100 Civic Center Way, Calabasas, California 91302.

14.12. Contractor's Insurance Primary. The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

14.13. Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

14.14. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

14.15. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

14.16. Duty to Defend and Indemnify. Contractor's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

15. MUTUAL COOPERATION

15.1. City Cooperation in Performance. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.

15.2. Contractor Cooperation in Defense of Claims. If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Tatiana Holden, P.E.
Deputy Public Works Director
City of Calabasas
Department of Public Works
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600
Email: tholden@cityofcalabasas.com

If to Contractor:

AESCO, INC.
Attn: Omar Chamaa, P.E.
17782 Georgetown Lane
Huntington Beach, CA 92647
Telephone: (714) 375-3830
Facsimile: (714) 375-3831

With courtesy copy to:

Matthew T. Summers, Esq.
Calabasas City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

17. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 6.12 (Records), paragraph 12.4 (Indemnification of CalPERS Determination), Section 13 (Indemnification), paragraph 14.8 (Claims-Made Policies), paragraph 15.2 (Contractor Cooperation in Defense of Claims), and paragraph 20.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

18. TERMINATION

18.1. City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

18.2. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

18.3. Compensation Following Termination. Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

18.4. Remedies. City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

19. INTERPRETATION OF AGREEMENT

19.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are

binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.

19.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

19.4. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

19.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

20. GENERAL PROVISIONS

20.1. Confidentiality. All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

20.2. Conflicts of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if

required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20.3. Conflict of Interest / Multiple Phase Projects – This Agreement is subject to the requirements of Government Code § 1097.6 relating to contractors entering into subsequent or multiple contracts for the same project.

A. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City.

B. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications.

C. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

20.4. Non-assignment. Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.

20.5. Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

20.6. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

20.7. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

20.8. Non-Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or

related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

20.9. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

20.10. Excused Failure to Perform. Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

20.11. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

20.12. Venue. The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

20.13. Recitals. The Recitals are incorporated by this reference.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Calabasas

By:_____
Alicia Weintraub, Mayor

Date:_____

By:_____
Kindon Meik, City Manager

Date:_____

By:_____
Curtis Castle, P.E., Public Works Director

Date:_____

"Contractor"
AESCO, INC.

By:_____
Adam Chamaa, P.E., G.E.
Principal-In-Charge, Vice President

Date:_____

By:_____
Kay Alabed, President
Date:_____

Attest:

By:_____
Lisa Pope, City Clerk

Date:_____

Approved as to form:

By:_____
Matthew T. Summers, Esq., City Attorney

Date:_____

EXHIBIT A

CONSULTANT shall provide special inspection, materials inspection, and/or testing services, including, but not limited to: soil and asphalt compaction testing with a nuclear gauge; moisture/density curves; asphaltic concrete services; concrete compression tests and cylinder storage; weldment testing; coring services; and other related services as may be required by the CITY. Services shall be provided by CONSULTANT on projects as authorized by the CITY. CONSULTANT shall, in the performance of this Agreement, maintain close communications with the City Project Manager and/or their representative. No services shall be performed on any specific project until the CITY has issued a Request for Services to CONSULTANT for that particular project. CONSULTANT shall prepare separate invoices, for services rendered, for each specific project authorized by the CITY. The term of services rendered shall end three calendar years from the date the Agreement is approved by City Council, unless extended by an Amendment.

Typical Work Tasks

The tasks outlined below are typical of a Capital Improvement Project; however, may not encompass all work that might be required by the CITY:

Provide Soils Compaction Testing with Nuclear Gauge.

Provide field sampling, inspection and testing, such as, but not limited to:

- Concrete batch plant inspection;
- Asphaltic concrete placement inspection;
- Grout and mortar samples;
- Concrete blocks;
- Masonry and concrete cores; and
- Nondestructive testing.

Provide soil and aggregate laboratory testing services such as, but not limited to:

- Moisture/Density Curves;
- Sieve Analyses;
- "R" Values;
- Permeability; and
- Soil classification.

Provide concrete services such as, but not limited to:

- Performing concrete slump tests;
- Preparing concrete cylinder samples;
- Mix design review;
- Performing compression tests; and
- Storing concrete cylinders.

Provide masonry services such as, but not limited to:

- Preparing grout prism and mortar cylinder samples; and
- Storing grout and mortar samples.

Provide asphaltic concrete services such as, but not limited to:

- Unit weights of compacted asphaltic concrete;
- Extraction gradations;
- Stabilometer value;
- Consistency, settlement or set time tests.

Provide reinforcing and structural steel services such as, but not limited to:

- Mill certification;
- Tensile test;
- Bend test;
- Weldment testing and inspection services; and
- Bolt, nut or washer hardness or load tests.

Provide coring services.

Other specialty testing and inspection services as required. The need for special testing, reports and/or evaluations will be addressed individually; the CITY shall request a proposal, and CONSULTANT shall provide an estimate for such services.

Field Personnel Preparedness

The selected CONSULTANT shall be required to coordinate and dispatch qualified personal with minimal time notification. Upon arrival to the work site, CONSULTANT representatives shall be familiar with the project plans and specifications, and possess all pertinent project information necessary to perform said duties. Field personnel shall be professional, courteous, well-trained, and licensed where licensure is applicable. All testing equipment used shall be provided by CONSULTANT and calibrated to industry standard, and applicable safety attire shall be worn at all times. CONSULTANT representatives shall be prepared to attend Project progress meetings and other specially-called meetings as determined by the CITY's Project Manager and/or their representative.

Field and Project Summary Reports

Prior to departing the project site, CONSULTANT shall provide the CITY with handwritten field reports of the areas inspected and/or tested.

Laboratory test results shall be sent electronically to the CITY no later than the next business day of completion of the test. Laboratory test reports shall be mailed within three days of completion of the test.

In case of a failing test result or low concrete strength, CONSULTANT shall notify the CITY's Project Manager and/or their representative by telephone immediately, followed by an electronic confirmation.

Upon notification from the CITY, CONSULTANT shall prepare a special inspection summary report consisting of CONSULTANT's field observations, and test results performed throughout the duration of the project. The special inspection summary report shall be approved by the CONSULTANT's California Registered Professional Engineer and submitted to the City within ten (10) business days of project completion.

Compensation and Reimbursables

The basis of compensation shall account for actual time in the field testing and/or inspecting, travel time to the project site and back to the point of origination, and laboratory testing and/or other tasks performed at the rates specified in an approved fee schedule. Travel time shall not exceed one hour per day per CONSULTANT representative. No travel time charges shall apply to CONSULTANT personal who report to the job site daily as staff augmentation.

All other costs such as, but not limited to: use of company or personal vehicle; lodging; per diem; management/processing fees; internal reproductions; telephone, telecommunications, and/or network costs are considered to be included in the hourly rates agreed to, and not subject to reimbursement.

The basis of compensation for laboratory testing shall be a lump sum cost per test performed. Employee Labor cost, material cost, equipment cost and maintenance, supervision, coordination, and all other expenses to perform the laboratory test shall already be included in the lump sum cost to perform the test.

EXHIBIT B

*AS A COURTESY, ALL LABOR RATES FOR FULL DAY WORK WILL BE REDUCED BY 5% OF THE LISTED COSTS BELOW.

	Item	$/Unit	Unit
P100	Principal Professional Engineer	$ 220.00	Hour
P101	Senior Geotechnical Engineer	$ 205.00	Hour
P102	Project Engineer / Manager	$ 175.00	Hour
P103	Geologist	$ 185.00	Hour
P104	Quality Control Manager	$ 175.00	Hour
P105	Senior Staff Engineer	$ 170.00	Hour
P116	Health and Safety Officer	$ 205.00	Hour
P115	LA City Deputy Methane Specialist	$ 150.00	Hour
P107	Laboratory Manager	$ 140.00	Hour
P108	Laboratory Technician	$ 115.00	Hour
P109	CADD Operator/Draftsperson	$ 95.00	Hour
P110	Data Processing, Technical Editing or Reproduction	$ 95.00	Hour
P111	Expert Witness Testimony	$ 465.00	Hour
P112	Certified Payroll, per hr.	$ 170.00	Hour
Field Technician			
T150	Special Inspector (Concrete, Welding, Fireproofing, Torque/Bolt, Rebar, Asphalt, Soils)	$ 120.00	Hour
T164	Senior Grading Inspector / Structural Steel Fabrication Inspector (AWS)	$ 125.00	Hour
T165	Staff Grading Inspector	$ 120.00	Hour
T167	Pile Driving Inspector	$ 135.00	Hour
T169	NACE Coating Inspector	$ 145.00	Hour
T170	Field Coring Technician	$ 120.00	Hour
T171	Nondestructive Examination Technician, UT, MT, LP	$ 125.00	Hour
T177	Senior Environmental Technician	$ 135.00	Hour
T179	Building Inspector	$ 140.00	Hour
Field Analysis			
G200	Soil Boring with Hollow Stem Auger Drilling Portal to Portal	$ 550.00	Hour
G200A	Mobilization and Demobilization for Hollow Stem Auger	$ 350.00	Hour
G201	Backfill Boreholes with Bentonite	$ 26.00	Foot
G202	Backfill Boreholes with Grout	$ 37.00	Foot
G203	Drumming and Disposal of Clean Cuttings	$ 410.00	Drum
G204	Fire Water Buffalo	$ 578.00	Day
G205	Support Truck	$ 158.00	Day
G206	Water Truck	$ 473.00	Day
G207	Mobilization and Demobilization for Rock coring	$ 1,208.00	Each
G208	Rock Coring	$ 478.00	Hour
G209	Decontamination of Vehicle and Equipment (Up to 100 miles)	$ 315.00	Each
G210	Field Resistivity, up to 3 arrays, maximum distance of 40 ft.	$ 1,890.00	Each
G211	Environmental Soil Boring with Hollow Stem Auger Portal to Portal	$ 446.00	Hour
G212	Environmental Soil Boring with Direct Push Portal to Portal	$ 399.00	Hour
G213	Environmental Groundwater Sampling with Grundfos, Portal to Portal	$ 289.00	Hour
G214	Environmental Analysis of soil for waste classification		Quote/Sample
G215	Environmental Analysis of liquid for waste classification		Quote/Sample
G216	Ground Resistance Tester (Four Point Method), plus travel	$ 1,700.00	Each
G217	Potholing, two-man crew	$ 600.00	Hour
G218	Ground Penetrating Radar (GPR) for Locating Utilities	$ 1,500.00	Day
Mix Design Review			
D250	Review of Concrete, Grout, Mortar Mix Design	$ 168.00	Each
D253	Review of Asphalt Mix Design	$ 210.00	Each
Sample Pick-Up/Hold			
	All hold samples are charged at the same rate as the testing rate		
U303	Technician for Specimen pick up, minimum 2 hours	$ 120.00	Hour
U304	Vehicle (Up to 100 miles)	$ 75.00	Trip
Field Equipment Charges			
E350	Brass Mold	$ 21.00	Each
E351	Concrete Air Meter	$ 53.00	Day
E352	Concrete Unit Weight (Scale, Bucket, Rod and Mallet)	$ 32.00	Day
E353	Field Vehicle Usage (Up to 100 miles)	$ 74.00	Trip
E354	Concrete/Asphalt Coring Equipment rental (min 4 hrs and 8 hrs after)	$ 200.00	Hour
E355	Fireproofing Adhesion/Cohesion	$ 21.00	Test
E356	Hand Auger Equipment	$ 131.00	Day
E357	Level D Personal Protective Equipment (PPE), per person	$ 42.00	Day
E358	Liquid Penetrating Consumables	$ 32.00	Day
E359	Magnetic Particle Equipment and Consumables	$ 42.00	Day
E360	Ultrasonic Equipment and Consumables	$ 68.00	Day
E361	Nuclear Density Gauge Usage	$ 19.00	Hour
E362	Compaction Test, per location	$ 21.00	Test
E363	Portable Concrete Laboratory-not including Technicians	$ -	Quote/Day
E364	Pachometer (Rebar Locator)	$ 58.00	Day
E365	Environmental PID Usage	$ 200.00	Day
E366	Pull Test Equipment	$ 74.00	Day
E367	Sand Cone Test Kit (Scale, Burner, Sand Cone Apparatus)	$ 179.00	Day
E368	Schmidt Hammer	$ 53.00	Day
E369	Torque Wrench, Small	$ 21.00	Day
E370	Torque Wrench, Large	$ 37.00	Day
E371	Torque Multiplier (Skidmore)	$ 95.00	Day
E372	Miscellaneous Equipment Charge	$ -	Quote Each
E373	Vapor Emission Kit	$ 58.00	Each
E374	Field Resistivity Meter	$ 240.00	Day
E375	Water Level Meter	$ 80.00	Day
E377		$ 110.00	Day
E378	Environmental groundwater sampling pump	$ 215.00	Day
E379	XRF Lead Analyzer	$ 131.00	Day
E380	Relative Humidity	$ 74.00	Day
E381	GPR (Groud Penetrating Radar), for buried rebar in concrete	$ 90.00	Hour

E382	Load Cell for tension - Maximum 2,000 lb	$	55.00	Hour
E383	Equipmet for Double Ring Infiltrometer Testing per ASTM D3385	$	750.00	Day
E384	Equipment for Standard Test Method for Permeability of Synthetic Turf Sports Field Based Stone and Surface System by Non-confined Area Flood Test Method. ASTM F2898	$	250.00	Day
E385	Minor Traffic Control Equipment for residential/minor or secondary collector (signs and cones)	$	1,700.00	Day
E386	Zefon High Volume Air Sampling Pump	$	150.00	Day
E387	Zefon Rotameter	$	40.00	Day
E389		$	15.00	Each
E390	Ghost Wipes for surface sampling, including lead and beryllium testing	$	5.00	Each
E391	TEM Cassette, 25mm, Microvac for collection of fibers and particulate	$	15.00	Each

Schedule of Fees for Laboratory Services

Concrete Tests

C400	6" x 12" Cylinder: Compression Strength (ASTM C39)	$	37.00	Test
C401	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293, or CTM 523)	$	84.00	Test
C402	Cylinders: Splitting Tensile Strength (ASTM C496)	$	84.00	Test
C403	Core Compression including Trimming (ASTM C39)	$	53.00	Test
C404	Coring of Test Panels in Lab	$	26.00	Each
C405	Diamond Sawing of Cores or Cylinders (ASTM C642)	$	26.00	Test
C406	Density, Absorption, and Voids in Hardened Concrete (ASTM C642)	$	315.00	Test
C407	Modulus of Elasticity Static Test (ASTM C469)	$	131.00	Test
C408	Unit Weight Including Lightweight Concrete	$	68.00	Test
C409	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157)	$	394.00	Test
C410	Additional Reading	$	47.00	Set of 3 Bars
C411	Storage Over Ninety (90) Days	$	37.00	Set of 3 Bars/Month
C435	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336)	$	840.00	Test
C436	Compression Test (ASTM C495 and C472)	$	47.00	Test
C437	Air Dry Density (ASTM C472)	$	37.00	Test
C438	Oven Dry Density (ASTM C495)	$	63.00	Test
C439	Sample Trimming in the lab, up 6" diameter	$	21.00	Test

Concrete Block, ASTM C140

C412	Compression (3 Required Per ASTM)	$	63.00	Each
C413	Absorption/Moisture Content/Oven Dry Density (3 Required per ASTM)	$	95.00	Each
C414	Linear/Volumetric Shrinkage (ASTM C426)	$	105.00	Test
C415	Web and Face Shell Measurements	$	47.00	Test
C416	Tension Test	$	179.00	Test
C417	Core Compression	$	58.00	Test
C418	Shear Test of Masonry Cores: 2 Faces	$	95.00	Test
C419	Efflorescence Test (3 Required), each	$	58.00	Test

Laboratory Trial Batch: Cement, Concrete, Grout and Mortar

Code	Item	$/Unit	Unit
L450	All trial batch for cement, concrete, grout, mortar, etc		Quote Each

Brick Masonry Tests

M500	Modulus of Rupture: Flexural (5 Required Per ASTM), each	$	58.00	Test
M501	Compression Strength (3 Required Per ASTM), each	$	53.00	Test
M502	Absorption: 5 Hour or 24 Hour (5 Required), each	$	53.00	Test
M503	Absorption (Boil): 1, 2, or 5 Hours (5 Required), each	$	84.00	Test
M504	Initial Rate of Absorption (5 Required), each	$	42.00	Test
M505	Efflorescence (5 Required), each	$	89.00	Test
M506	Core: Compression, each	$	74.00	Test
M507	Shear Test on Brick Core: 2 Faces, each	$	95.00	Test

Masonry Prisms

M508	Compression Test: Composite Masonry Prisms Up To 8" x 16"	$	210.00	Test
M509	Compression Test: Composite Masonry Prisms Larger Than 8" x 16"	$	305.00	Test
M510	Masonry: Cutting of Cubes or Prisms	$	74.00	Test

Mortar and Grout

M511	Compression: 2" x 4" Mortar Cylinders	$	47.00	Test
M512	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming / Compression: 2" Cubes (ASTM C109) / Compression: Cores (ASTM C42)	$	63.00	Test
M515	Mortar Expansion (ASTM C806)	$	315.00	Test

Fireproofing Tests

Code	Item	$/Unit	Unit
F550	Oven Dry Density	$ 79.00	Test
F551	Adhesion/Cohesions Testing, per hour, 4 hour minimum	$ 126.00	Test

Gunite and Shotcrete Tests

Code	Item	$/Unit	Unit
C420	Core Compression Including Trimming (ASTM C42)	$ 63.00	Test
C421	Compression 6" x 12" Cylinders	$ 37.00	Test
C422	Compression: Cubes	$ 42.00	Test

Soils and Aggregate Tests

Code	Item	$/Unit	Unit
S600	Atterberg Limits/Plasticity Index (ASTM D4318)	$ 147.00	Test
S601	Chloride and Sulfate Content (CTM 417, CTM 422)	$ 152.00	Test
S602	Consolidation, Full Cycle (ASTM 2435, CTM 219)	$ 289.00	Test
S603	Cleanness Value: 1" x #4 (CTM 227)	$ 194.00	Test
S604	Cleanness Value: 2.5" x 1.5" or 1.5" x .75" (CTM 227)	$ 310.00	Test
S605	Corrosivity Series: Sulfate, Cl, pH (CTM 643 and 417)	$ 210.00	Test
S606	Lab Resistivity	$ 131.00	Test

Code				
S607	Direct Shear Test (ASTM D3080)	$	268.00	Test
S608	Direct Shear Test, per point	$	116.00	Test
S609	Direct Shear Test Sample Remolding (ASTM D3080)	$	47.00	Test
S610	Durability Index Fine Aggregate	$	168.00	Test
S611	Expansion Index (ASTM D4829, UBC 18-2)	$	163.00	Test
S612	Durability Index: Coarse Aggregate	$	168.00	Test
S613	Maximum Density: Methods A/B/C (ASTM D1557 or D698, CTM 216)	$	194.00	Test
S614	Maximum Density: Check Point abrasion (ASTM D1557)	$	79.00	Test
S615	Maximum Density: AASHTO C (Modified) (AASHTO T-180)	$	210.00	Test
S616	Moisture Density Rock Correction	$	168.00	Test
S617	Moisture Content (ASTM D2216, CTM 226)	$	26.00	Test
S618	Density: Ring Sample (ASTM D2937)	$	32.00	Test
S619	Density: Shelby Tube Sample (ASTM D2937)	$	58.00	Test
S620	Organic Impurities (ASTM C40)	$	100.00	Test
S621	Failing Head Permeability (ASTM D2434)	$	263.00	Test
S622	R-Value: Soil (ASTM 2844)	$	373.00	Test
S623	R-Value: Aggregate Base (ASTM D2844)	$	373.00	Test
S624	Sand Equivalent (ASTM D2419, CTM 217)	$	137.00	Test
S625	Soil Classification (ASTM D2487)	$	37.00	Test
S626	Sieve #200 Wash Only (ASTM D1140)	$	100.00	Test
S627	Sieve with Hydrometer: Sand to Clay (ASTM D422)	$	305.00	Test
S628	Sieve Analysis including Wash (ASTM C136)	$	179.00	Test
S629	Sieve Analysis Without Wash	$	126.00	Test
S630	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 202)	$	100.00	Test
S631	Specific Gravity and Absorption: Fine(ASTM C128, CTM 207)	$	168.00	Test
S632	Swell/Settlement Potential: One Dimensional (ASTM D4546)	$	173.00	Test
S633	Unit Weight Coarse Aggregate	$	84.00	Test
S634	Unit Weight Fine Aggregate	$	84.00	Test
S635	Voids in Aggregate (ASTM C29)	$	95.00	Test
S636	Unconfined Compression (ASTM D2166, CTM 221)	$	105.00	Test
S637	LA Rattler	$	205.00	Test
S638	pH of soil	$	26.00	Test
S639	Pocket Penetration Test	$	11.00	Test
S640	Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer (ASTM D3385)	$	2,200.00	Test
S641	Permeability of Synthetic Turf Sports Field Base Stone and Surface System by Non-Confined Area Flood Test Method ASTM F2898	$	1,100.00	Test

Asphalt Concrete Tests

Code	Item		$/Unit	Unit
A650	Asphalt Core Density	$	63.00	Test
A651	Extraction % AC by Ignition Oven (CTM 382)	$	184.00	Test
A652	Gradation on Extracted Asph (ASTM D6507 andD5444, CTM 202, and CTM 382)	$	105.00	Test
A653	Moisture Content (CTM 370)	$	79.00	Test
A654	Maximum Theoretical Specific Gravity (RICE) (ASTM D2041, CTM 309)	$	168.00	Test
A655	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206)	$	95.00	Test
A656	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207)	$	168.00	Test
A657	Sieve Analysis (ASTM D5444 and C136)	$	100.00	Test
A658	Sieve Analysis with Wash (ASTM D5444)	$	147.00	Test
A659	Sand Equivalent (ASTM D2419)	$	142.00	Test
A660	5 pt LTMD Bulk Specific Gravity (CTM 308, CTM 375)	$	299.00	Test
A661	Flat and Elongated Particles (ASTM D4791)	$	221.00	Test
A662	Fine Aggregate Angularity (AASHTO T304 A)	$	205.00	Test
A663	Maximum Density HVEEM (ASTM D1560)	$	221.00	Test
A664	Maximum Density Marshall (ASTM D1559 and D561) / Mix Stability (CTM 304)	$	221.00	Test
A668	Wet track Abrasion Loss (ASTM D3910), each	$	184.00	Test
A669	Extraction % of Emulsion (ASTM D6307)	$	163.00	Test
A670	Slurry seal field consistency test (ASTM D3910)	$	89.00	Test

Reinforcing Steel

Code	Item		$/Unit	Unit
R700	Bend Test: #11 or Smaller	$	68.00	Test
R701	Bend Test: Larger Than # 11	$	100.00	Test
R702	Tensile Test: # 11 or Smaller	$	89.00	Test
R703	Tensile Test: # 14	$	121.00	Test
R704	Tensile Test: # 18 / Tensile Test: T-Head #18 / Tensile Test: Welded # 18	$	300.00	Test
R705	Slippage Test In Addition to Tensile Test (Per Caltrans 52-1.08C) / Testing Multi-Wire Steel Prestressing Strand	$	350.00	Test
R706	Tensile Test: Mechanical Splice # 11 and Smaller / Tensile Test: Welded # 14	$	130.00	Test
R707	Tensile Test: Mechanical Splice # 14 / Tensile Test: Welded Hoops # 14	$	180.00	Test
R708	Tensile Test: Mechanical Splice # 18	$	350.00	Test
R709	Tensile Test: Welded # 11 and Smaller / Tensile Test: Welded Hoops # 11 and Smaller	$	90.00	Test
R712	Sample Straightening for Bend or Tensile Test (if required)	$	65.00	Test
R714	Tensile Test: T-Head #11 and Smaller	$	160.00	Test
R715	Tensile Test: T-Head #14	$	210.00	Test

Metal Testing

Code	Item		$/Unit	Unit
R714	Hardness Test (Rockwell) and Brinnel (ASTM E18)	$	79.00	Test
R715	Hardness Test of Nuts	$	89.00	Test
R716	Hardness Test of Bolts	$	105.00	Test
R717	Hardness Test of Washers	$	89.00	Test
R718	ASTM F606 Bolt Axial, Wedge Tensile and Proof load	$	125.00	Test

Concrete Coring Services

Code	Item		$/Unit	Unit
C423	Equipment Concrete (4 and 8 hour minimum)	$	210.00	Hour
	Individual Core Prices (all prices are for a four core minimum job):	$	-	
C424	Slab on Grade Coring for 2",3" and 4" Diameter (first 6" depth) each	$	74.00	Test
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	$	79.00	Test
C426	Slab on Grade Concrete Core (price per inch after 6" depth)	$	11.00	Test
C427	Wall Cores 2",3" and 4" (first 6" in depth) each	$	89.00	Test

Metal Testing

Code	Item		$/Unit	Unit
R714	Hardness Test (Rockwell) and Brinnel (ASTM E18)	$	79.00	Test
R715	Hardness Test of Nuts	$	89.00	Test
R716	Hardness Test of Bolts	$	105.00	Test
R717	Hardness Test of Washers	$	89.00	Test
R718	ASTM F606 Bolt Axial, Wedge Tensile and Proof load	$	125.00	Test

Concrete Coring Services

Code	Item		$/Unit	Unit
C423	Equipment Concrete (4 and 8 hour minimum)	$	210.00	Hour
	Individual Core Prices (all prices are for a four core minimum job):	$	-	
C424	Slab on Grade Coring for 2",3" and 4" Diameter (first 6" depth) each	$	74.00	Test
C425	Slab on Grade Coring for 6" and 8" Diameter (first 6" depth) each	$	79.00	Test
C426	Slab on Grade Concrete Core (price per inch after 6" depth)	$	11.00	Test
C427	Wall Cores 2",3" and 4" (first 6" in depth) each	$	89.00	Test

***AS A COURTESY, ALL LABOR RATES FOR FULL DAY WORK WILL BE REDUCED BY 5% OF THE LISTED COSTS BELOW.**

Code	Item		$/Unit	Unit
C428	Wall Concrete Core (price per inch after 6" in depth), per inch (Wall core pries based on Contractor supplying access to area to be cored)	$	11.00	Inch
	Miscellaneous Concrete Coring Prices:	$	-	
C429	Patching Slab on Grade Cored Holes with 2500 psi Concrete Patch, each	$	21.00	Test
C430	Thickness Determination per ASTM C42, each	$	21.00	Test
C431	Compression Strength Determination	$	68.00	Test

Asphalt Concrete Coring Services

Code	Item		$/Unit	Unit
	Alternate Individual Core Prices (all prices are for a four core minimum job):			
A661	Asphaltic Concrete Cores 2",3" and 4" Diameter (First 6" in depth), each	$	74.00	Test
A662	Asphaltic Concrete Cores 6" and 8" Diameter (First 6" in depth), each	$	74.00	Test
A663	Asphaltic Concrete Cores price per inch after 6" in depth, each	$	11.00	Test
	Miscellaneous Asphaltic Coring Prices:			
A664	Patching of Core Drilled Holes Using Cold Patch Material, each	$	32.00	Test
A665	Thickness Determination per ASTM C42, each	$	37.00	Test
A666	Specific Gravity for Determination of Percent Compaction per ASTM D 2726, each	$	47.00	Test
A667	Specific Gravity for Determination of Percent Compaction by Paraffin, each	$	68.00	Test

EXHIBIT C

TASK ORDER NO. 1
TO MASTER ON-CALL SERVICES AGREEMENT

This Task Order No. 1 ("Task Order") is made and entered into by and between the City of Calabasas, a municipal corporation ("City"), and AESCO, INC. ("Contractor").

RECITAL

A. City and Contractor entered into an agreement entitled Master On-Call Services Agreement ("Agreement") by which the Contractor agreed to perform On-Call Materials Testing and Special Inspection Services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Contractor shall perform the following services in accordance with the terms and conditions of the Agreement: On-Call Materials Testing and Special Inspection Services

3. **PAYMENT.** For services performed by Contractor in accordance with this Task Order, City will compensate Contractor in accordance with the terms and conditions of the Agreement based on the Fee Schedule, attached thereto as Exhibit B and incorporated herein by reference. The total cost of this project is to be no more than $100,000 as estimated based on the Approved Fee Schedule.

4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Contractor and the City.

IN WITNESS WHEREOF, the City and Contractor do hereby agree to the full performance of the terms set forth herein.

CITY OF CALABASAS	**CONTRACTOR**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than $250 from any party[1] or agent[2] for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than $250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than $250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of $250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

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[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

[2] "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party

To determine whether you or your agent made a campaign contribution of more than $250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

□ License

□ Lease

□ Permit

□ Franchise

□ Other Contract

□ Other Entitlement

Name and address of any party, or agent, who has contributed more than $250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) □ Check here If no contributions have been made to any Councilmember or other City official in the preceding 12 months.

to a proceeding, the majority shareholder is subject to these provisions.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____