



CITY OF MERCED

ADMINISTRATIVE REPORT

Agenda Item F.5.

Meeting Date: 4/1/2019

Report Prepared by: Denise Frazier, Chief Building/Construction Project Official

SUBJECT: Approval of a Supplemental Appropriation in Fund 074 - Economic Development Opportunity Fund in an Amount Not to Exceed \$120,400.00, to Abate the Substandard/Dangerous/Nuisance Conditions Located at 636 W. Main Street, Contingent upon the City Obtaining Court Approval of an Inspection and Abatement Warrant for the Subject Property or the Property Owner Providing Consent to Enter, Inspect, and Demolish the Subject Property, Whichever Occurs First

REPORT IN BRIEF

Considers approving a supplemental appropriation in Fund 074 - Economic Development Opportunity Fund in an amount not to exceed \$120,400.00 and authorizing the Finance Officer to make necessary budget adjustments. This request is contingent upon the City obtaining Court approval of an inspection and abatement warrant to abate the substandard/dangerous/nuisance conditions located at 636 W. Main Street or the property owner providing consent to enter, inspect and abate by demolition the substandard/dangerous/nuisance conditions, whichever occurs first.

RECOMMENDATION

City Council - Adopt a Motion approving a supplemental appropriation in Fund 074 - Economic Development Opportunity Fund not to exceed \$120,400 and authorizing the Finance Officer to make necessary budget adjustments.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve subject to other than recommended by staff (identify specific findings and or conditions amended to be addressed by City Council motion); or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addresses in the motion); or
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

City of Merced City Council Resolution 2018-20 Economic Development Opportunity Fund Policy; Use of Fund. (1), Section F; and, Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided in the FY2018-19 adopted budget.

DISCUSSION

On July 12, 2018, a Legal Notice and Order to Repair or Abate was issued to the property owner and anyone having an interest in the property located at 636 West Main Street. On August 3rd, 2018, an Appeal of Notice and Order to Repair or Abate was filed and received by the City. On October 24, 2018, the first of 3 appeal hearings took place before the City's Building and Housing Board of Appeals. At the October 24, 2018 hearing, a continuance was granted due to the property owner, nor any representation of property owner, being able to be present. On November 28, 2018, a second hearing was conducted in front the Building and Housing Board of Appeals. During that hearing, it was brought before the Board that the property was going into escrow and that a condition was placed for sale of the property to obtain a demolition permit before the close of escrow. The appellant was told to make sure property was secured. The appellant was granted a second continuance in order for escrow to progress to the point of sale and ultimately the demolition of the structure. On February 5th, 2019, the third hearing took place in front of the Board of Appeals. During this hearing, the appellant requested a third continuance estimating 180 days due to an amendment to the contract for the sale of the property. The Board denied the request to continue the hearing and heard the appeal. The appellant presented materials to the Board. The Board decided there was insufficient proof submitted showing that the building does not require repair or abatement, and on that basis, it denied the appeal to the Notice and Order.

Staff has received proposals and prepared an Agreement for Professional Services for the Structural Engineer analysis from Interwest Consulting in the amount not to exceed \$2,500. In addition a bid for demolition was secured, through Purchasing, for the demolition of the structure, including foundation from Unruh Bobcat services, in the amount not to exceed \$37,900. Staff is unable to confirm cost estimates for asbestos abatement until the Inspection and Abatement Warrant is obtained, which will allow staff to enter the property with an asbestos abatement contractor. Staff estimates that an additional \$80,000 will be needed to cover the cost of asbestos abatement. In the event that the cost for work comes in under the estimate, the unused funds will be returned to Fund 074 - Economic Development Opportunity Fund.

The City Attorney's Office has prepared and intends to file an Application for an Inspection and Abatement Warrant with the Merced Superior Court. If granted, the Warrant will provide permission for the City to enter, inspect and demolish the property. This requested funding will only be used if the Court grants the City's Inspection and Abatement Warrant or alternatively if the Owner of the subject property provides the City with consent to enter, inspect and demolish the property.

IMPACT ON CITY RESOURCES

Funding is available through Fund 074, the Economic Development Opportunity Fund. Staff will work to obtain reimbursement through a lien on the property. At the time funds are recovered, the Economic Development Opportunity Fund will be refunded. There is no impact on the General Fund.

ATTACHMENTS

1. Resolution 2018-20 Adopting Economic Development Opportunity Fund Policy
2. Interest Consulting to provide structural assessments Agreement

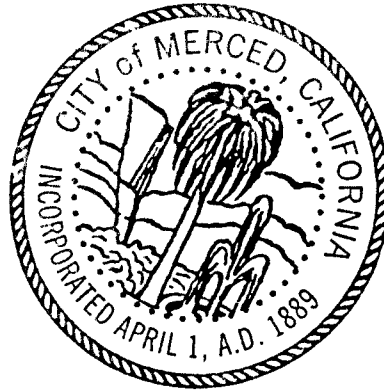
3. Proposal from Unruh Bobcat Service for the demolition

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
ADOPTING ECONOMIC DEVELOPMENT
OPPORTUNITY FUND POLICY**

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____

Assistant/Deputy City Clerk



(SEAL)

APPROVED AS TO FORM:

Valentina 3/23/18
City Attorney Date

Economic Development Opportunity Fund

Name of fund.

There is created and established within the budget of the City of Merced a fund to be known as the "Economic Development Opportunity Fund."

Purpose of fund.

The purpose of the Economic Development Opportunity Fund is to support extraordinary economic development opportunities that create and retain employment as well as create significant capital investments. The resources in the Economic Development Opportunity Fund shall accumulate from year to year until available reserves equal \$5,000,000.

Sources of resources.

- (1) All money appropriated or allocated for inclusion in the fund, from whatever source.
- (2) Subject to any pledge, contract or other obligation, all interest or other gains from investment of money from the fund.
- (3) Any other money available and directed to be paid into the fund.
- (4) The budget submission for each year shall include a recommendation for a General Fund contribution, which is calculated as 20% of the 75% excess of prior year audited unreserved General Fund balance over the Government Finance Officers Association (GFOA) recommended minimum.

Example:

Fiscal Year 15-16 Audited unreserved fund balance at June 30	\$8,659,009
Fiscal Year 17-18 GFOA Recommended minimum	<u>6,681,022</u>
Excess over GFOA Minimum	1,977,987

Amount Rounded	1,900,000
	<u>75%</u>
75% of Excess	1,425,000
	<u>20%</u>
20% to Revenue Stabilization	\$ <u>285,000</u>

Use of fund.

- (1) Expenditures from this fund shall be used only for the following purposes:
 - a. To retain and/or expand existing businesses located in the City
 - b. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment
 - c. To diversify the local economy, encourage economic and commercial activity, including the range of goods and services available

- d. To provide significant economic impact by attracting other businesses, jobs, or investment
- e. To increase the tax base
- f. To facilitate the development process and to achieve development on sites which would not otherwise be developed or that would be under developed without assistance
- g. To offset increased costs of development (i.e. contaminated site clean-up) over and above the costs normally incurred in development
- h. To fully utilize existing real estate, real property, existing or planned infrastructure, facility or capital improvements
- i. To contribute to the implementation of other identifiable goals of the City

(2) All expenditures from this fund shall require prior city council approval, unless previously specifically authorized by the city council for expenditure in the annual budget.

Fund Manager.

The Director of Economic Development or designee shall administer the Economic Development Opportunity Fund within the financial management system, and shall serve as the fund manager.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Interwest Consulting Group, Inc., a Colorado Corporation, whose address of record is 1613 Santa Clara Drive, Suite 100, Roseville, California 95661, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project that requires structural assessment for the building located at 636 West Main Street in the City of Merced; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide the engineering services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the engineering services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Thousand Five Hundred Dollars (\$2,500.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant 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 the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Phueha A nntm 3-15-19
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
INTERWEST CONSULTING GROUP,
INC., A Colorado Corporation

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 1613 Santa Clara Dr.,
Suite 100
Roseville, CA 95661

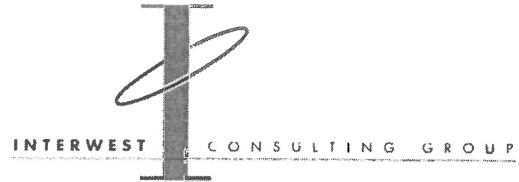
TELEPHONE: _____

FAX: _____

E-MAIL: _____

February 25, 2019

Ms. Denise Frazier, CBO
Chief Building/Construction Projects Official
City of Merced
Inspection Services
678 W. 18th Street
Merced, CA 95340



**Re: Proposal to Provide Structural Assessments
636 W Main St.; Merced, CA**

Dear Ms. Frazier,

Thank you for allowing us the opportunity to present this proposal for visual structural assessments of the existing building located at the above-noted address. Our proposal is based on our phone conversations and the photos provided in your email dated February 20th.

Project Description:

It is our understanding the proposed project consists of a visual structural assessment of the building located at the above-noted address and a written report of our findings and recommendations.

Scope-of-Work:

Interwest Consulting Group will perform a site visit to visually assess the structural integrity of the existing building. Our observations will be limited to those elements of the structural systems that are readily visible at the time of our observations. No finishes or material will be removed.

The existing structures will be visually assessed for structural adequacy and conformance with the following codes:

- 2016 California Building Code, Structural Design Provisions
- 2016 California Existing Building Code

Upon completion of our site visit a written report of our findings will be developed.

Scope-of-Services:

Our scope-of-services for this project will consist of the following:

1. One (1) round trip to the City of Merced from our UC Merced job site office.
2. One (1) site visit to the building to visually observe the condition of the buildings structural elements.
3. Preparation of a report documenting our observations and recommendations.
4. Teleconferencing and/or meetings with the City of Merced to discuss findings.

We request that the City of Merced schedule the site visit and coordinate access to the project site with the property owners. Upon completion of our visual assessments, Interwest Consulting Group will submit a report to the City of Merced documenting our observations.

Exclusions:

The following services are specifically excluded from this proposal:

1. Preparing contract documents (including calculations, drawings, specifications, testing and inspection criteria, etc.) for the restoration, stabilization, and/or repair of the structure.
2. Field investigation of existing site structures or features outside of the subject building, including surveys of existing construction or topography on or adjacent to the site.
3. Demolition or removal of any existing finishes or materials.
4. Cost estimating, value engineering, material and quantity take-offs, etc.

Schedule:

Interwest Consulting group will complete the site visit within **ten (10) business days** of authorization to proceed. Interwest will complete and submit field reports documenting our assessments of the buildings within **ten (10) business days** after completion of the site visits. Interwest Consulting Group's staff will be available for teleconference meetings with the City of Merced with sufficient notice.

Compensation:

The services proposed above will be billed according to the Schedule of Hourly Billing Rates shown below, not-to-exceed **\$2,500.00**. The work will be billed on a monthly basis.

Staff:

The assessment services will be provided by Bill Rodgers, SE. Bill is a CA licensed Structural Engineer with extensive experience providing similar services on projects throughout California. A detailed resume is available upon request.

Acceptance:

If this proposal meets your approval, please notify Interwest Consulting Group and we will proceed with the proposed services.

Again, thank you for allowing us the opportunity to provide you with this proposal. We look forward to working with you on your project. Please do not hesitate to call if you have any questions regarding this proposal.

Sincerely,

INTERWEST CONSULTING GROUP

Ron Beehler, SE, CBO
Director of Building Safety Services
Interwest Consulting Group
(916) 204-3178

Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer, Structural or Civil.....	\$145
Administrative.....	65

Unruh Bobcat Service

3144 N. G St., Ste 125 #352
Merced, CA 95340
Phone (209) 357-3664
Mobile (209) 261-7031
License # 842517

Proposal For:

**City of Merced
678 West 18th Street
Merced, CA 95340
Mobile (209) 385-6868**

Job Site Location:

**636 West Main Street
Merced, CA 95340**

This proposal is to demolish, remove and dispose of the 4,800 square foot building structure and foundation that is located at 636 W. Main Street, Merced CA 95340. Scope of work includes: The demolition, removal and disposal of the 4,800 square foot building structure and foundation; The removal and disposal of the miscellaneous debris that is on the property. We will acquire the necessary paperwork and permits for the demolition of the building from the San Joaquin Valley Air Pollution Control District and City of Merced. We will disconnect the water at the service box and cap the sewer line at the property line. This proposal does not include the removal or disposal of any hazardous materials. We will provide all equipment, labor, materials and pay all dump fees. Approximate time to complete this scope of work is 9-11 working days.

Total Price: \$37,900.00

Insurance: Unruh Bobcat Service will provide GL Insurance in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate. Additional insured endorsement with completed operations wording is excluded but can be provided at an additional charge.

Payments to be made as follows: The full payment of \$37,900.00 is due upon the completion of the above stated scope of work.

A 1 ½ % (18% APR) per month service charge will be added on all unpaid balances over 30 days from invoice date. In the event of a non - payment, customer will be required to pay all legal fees involved in collecting unpaid balance.

Submitted By: Dalen Unruh

Date: 02/28/2018

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. This proposal may be withdrawn by us if not accepted in 60 days.

Date of Acceptance

Authorized Signature

Please date, sign and mail to 3114 North G Street, Suite 125 # 352, Merced, Ca 95340. Thank you.

www.unruhbobcatservice.com