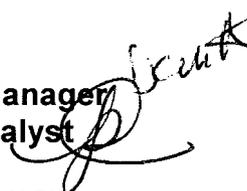


**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David C. Moe II, Redevelopment Manager

PREPARED BY: Jessica Sandifer, Management Analyst 

DATE: July 11, 2012 (CC Meeting of 07/18/12)

SUBJECT: Consider Rescission of Contract Award to California Land Clearing, Inc. and Approval of Second Lowest Bidder, Specialized Environmental, Inc. for the Demolition Project at 161 Second Street

BACKGROUND & DISCUSSION

The City of Moorpark acquired 161 Second Street for use as a future downtown park project. Staff requested informal bid requests for demolition of the structures in April 2012. A non-mandatory bid walk was held for the project on April 11, 2012. At the bid walk, one of the attending contractors requested clarification on whether or not a bond was required for the job since it was not outlined in the informal bid documents. Staff issued Addendum #1 stating that a payment and performance bond was required for this job. On May 2, 2012, the City Council awarded the contract to California Land Clearing (CLC) for \$9,674.50, plus a \$2,000 project contingency for unforeseen circumstances. After the contract was awarded to the lowest bidder, staff sent CLC finalized contract documents. CLC then indicated that it was not their intent to provide a performance bond, but rather a cash bond. Staff's immediate position was that a payment and performance bond was required by the issued Addendum, and asked CLC to secure a bond as called for in the bid documents. After two weeks of no communication from the contractor regarding the status of the bonds, staff contacted CLC and was told that though many attempts were made to secure the required bond, the contractor was inexplicably unable to obtain one.

Staff then told CLC the City would accept a cash bond, but would be holding the bond for the same amount of time as required in the payment and performance bonds, which currently is six (6) months and one (1) year, respectively, after the Notice of Completion records. CLC indicated that this was not acceptable and that they expected the cash bond to be released immediately after the job was completed. These terms are not acceptable to staff. After a discussion with the City Attorney, staff again attempted to

work with CLC. On June 25, 2012, a letter was sent to CLC indicating that the cash bond would be acceptable, but it would be held for ninety (90) days after the Notice of Completion records, or earlier if staff was satisfied that all requirements of the contract had been satisfactorily completed and all payment requirements on the part of the contractor had also been completed. After hearing no response to the June 25, 2012, letter, staff contacted CLC again via written communication on July 2, 2012, indicating that if contract documents were not received by July 5, 2012, then the contract award would be rescinded and the next lowest bidder would be given the job. Staff did not hear from the contractor by July 5, 2012, and on July 6, 2012, a formal letter was submitted to CLC via fax and U.S. Mail, Certified Receipt, indicating that the contract award was being rescinded due to CLC not submitting the required bonds and contract documents in a timely manner.

Due to the lack of interest on the part of the contractor to complete the contract and bond documents, staff is recommending rescinding the May 2, 2012, action and awarding the contract to the next lowest bidder, Specialized Environmental, Inc. for \$9,842.00, plus a project contingency of \$2,000 for unforeseen circumstances. Specialized Environmental possesses the necessary qualifications, resources, and experience to perform the work.

ENVIRONMENTAL DOCUMENTATION

As this project involves the demolition and removal of one residence and its accessory structures, and there is no reasonable possibility that it would result in a significant effect on the environment, either individually or cumulatively in consideration of other reasonably foreseeable projects, it is the Community Development Director's determination that the project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15301(l)(1) & (4) of the CEQA Guidelines. If this project is approved, Staff will file a Notice of Exemption with the County Clerk.

FISCAL IMPACT

Funds are budgeted in the General Fund (1000) in the amount of \$15,000 for this project. The increase in the project cost from the low bidder to next lowest bidder will be \$167.50. There are sufficient funds in the project budget to cover this cost increase.

STAFF RECOMMENDATION

- 1) Rescind the City Council action of May 2, 2012;
- 2) Approve the removal of structures at 161 Second Street;
- 3) Award bid to the next lowest bidder, Specialized Environmental, Inc., including a project contingency of \$2,000 for unforeseen circumstances and authorize

execution of the Agreement by the City Manager, subject to final language approval by the City Manager and City Attorney; and

- 4) Direct staff to file a Notice of Exemption with the County Clerk.

Attachment 1 - Agreement

ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF MOORPARK AND SPECIALIZED ENVIRONMENTAL, INC., FOR DEMOLITION OF 161 SECOND STREET

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2012, between the City of Moorpark, a municipal corporation ("City") and Specialized Environmental, Inc., a California corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to demolition of 161 Second Street; and

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

WHEREAS, the City Council of the City at a meeting held on the 18th day of July, 2012, authorized the City Manager to enter into this Agreement.

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

1. TERM

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

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to demolition of 161 Second Street, as set forth in Exhibit B: Contractor's Bid Proposal, dated April 19, 2012, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal." Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of nine thousand eight hundred and forty-two dollars (\$9,842.00) as stated in Exhibit B, without

the written authorization of the City Manager. Payment by City to Contractor shall be as referred to in this Agreement.

3. PERFORMANCE

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

4. MANAGEMENT

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

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

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed nine thousand eight hundred and forty-two dollars (\$9,842.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services. The City Manager, if authorized by City Council, may approve additional work not to exceed two thousand dollars (\$2,000.00).

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

provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

7. DEFAULT OF CONTRACTOR

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

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

8. APPRENTICESHIP

Contractor must comply with all provisions of Labor Code Section 1777.5.

9. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of two hundred and fifty dollars (\$250.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION AND HOLD HARMLESS

Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect, and hold harmless City and its Project Contractors, and engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorneys' fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement

or the performance of the work including, but not limited to, death of or bodily injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees, or subcontractors including but not limited to, liability arising from:

a) Any dangerous, hazardous, unsafe, or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;

b) Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this Agreement or otherwise;

c) Any act, omission, or negligence of Contractor, its officers, agents, employees, or subcontractors;

d) Any failure of Contractor, its officers, agents, or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and

e) The conditions, operations, uses, occupations, acts, omissions, or negligence referred to in Subsections a, b, c, and d, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

The Contractor also agrees to indemnify City and pay for all damage or loss suffered by City including but not limited to damage to or loss of City property, to the extent not insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Subsections a, b, c, d, and e.

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

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

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

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

12. INSURANCE

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

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

15. ANTI DISCRIMINATION

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

16. UNDUE INFLUENCE

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

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

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

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

19. NOTICE

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

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

To: Elizabeth Heyrend
Specialized Environmental, Inc.
7431 Walnut Avenue
Buena Park, California 90620

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

20. CHANGE IN NAME

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

21. ASSIGNMENT

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

22. LICENSES

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

23. VENUE AND GOVERNING LAW

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

24. ENTIRE AGREEMENT

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

25. CAPTIONS OR HEADINGS

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

26. AMENDMENTS

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

27. TIME OF COMPLETION

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

Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

28. PRECEDENCE

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

29. INTERPRETATION OF AGREEMENT

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

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

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

[signatures on next page]

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

CITY OF MOORPARK

SPECIALIZED ENVIRONMENTAL, INC.

By: _____
Steven Kueny, City Manager

By: _____
Elizabeth Heyrend, President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

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

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

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

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

4. Excess or Umbrella Liability

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

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

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the

subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

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

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

applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

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

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

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

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

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

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

4. Excess or Umbrella Liability

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

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

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the

subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

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

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

applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

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

Specialized Environmental, Inc.

Demolition Contractor

APR 19 2012

Date April 16, 2012

Project # SA-12730

To: Jessica Sandifer
City of Moorpark
799 Moorpark Ave
Moorpark CA. 93021

Project : Abatement/Demolition
161 Second Street
Moorpark CA. 93021

Specialized Environmental, Inc. proposes to furnish all labor, material and equipment to perform the following work in a good workmanlike and substantial manner:

Scope of Work

-

Methods and Procedures

- Perform work in compliance with all City, County, State and Federal Regulations

Price

- \$ 9,842.00

Payment Terms

1. Payment monthly on approved schedule of values.
2. Retention if held is to be paid 30 days after completion of scope of work covered in this proposal.

Schedule

- Work to be complete in 3 working days, in one mobilization

Conditions

- Owner / Contractor shall provide to Specialized Environmental, Inc. all required surveys for hazardous or related material, along with clearance reports.
- Excludes City franchise fees or disposal fees generated from Recycling Act AB939
- Specialized Environmental, Inc. retains all salvage rights.
- Material requiring disposal as hazardous will be handled as a change condition.
- Proposal is good for 60 calendar days.
- Bond if required adds 2 % to proposal price.
- No extra work will be performed without signed approval by both parties

Insurance

- Insurance provided on this project is \$ 5,000,000.00 General Liability, 1,000,000.00 Automobile Liability and \$ 1,000,000.00 Workers Compensation and Employers Liability.

Exclusions

The following items are excluded from our proposal unless specifically included in the scope. Excluded items must be provided by others, if required, to ensure the timely completion of our work:

- Cash Bond. Site Security or Temporary Fencing. Hazardous Materials. Unforeseen conditions. Salvage for Others. Testing, Engineering, Staking or Layout. Patching Paving. Utility Disconnect, Abandonment, Relocation, Protection. Removal of Caissons or Piles. Removal of Contaminated soil. Shoring, Lagging, Underpinning and Bracing. Backfill and compaction. Dewatering.

.....
Acceptance:

Mark Perez
Specialized Environmental, Inc.

Owner / Contractor



EXHIBIT C

City of Moorpark

April 6, 2012

RE: 161 Second Street, Moorpark, CA 93021 - Demolition

Site Walk: April 11, 2012 at 10:30 a.m. (not mandatory, strongly recommended)

Proposals due by: **April 19, 2012, 5:00 p.m.**

PROPOSAL

Contractor to:

1. Remove asbestos in accordance with attached asbestos report, Recommendations on pages 4-5.

2. Demolish and remove all structures, foundations, trash, debris, landscaping, shrubs, organic material, large boulders, bricks, blocks, and miscellaneous abandoned items inside of the property line at 161 Second Street. Trim trees located within and that extend into the property at the property line. All perimeter fencing and large trees inside the property line are to **REMAIN**.

3. Remove all underground electrical conduits, gas lines, waterlines, sewer lines, irrigation lines, and associated lines and all other underground utilities and cap off same two (2) feet from the property line. Capped sewer utility should also be brought to grade. **Prior to commencing any demolition work, the Contractor shall contact "Dig Alert" and all serving utilities and make all arrangements necessary to insure that all utilities are properly located, removed and capped at the property line, as required. All necessary fees, permits and requirements of the serving utilities and authorities having jurisdiction will be secured and paid for by the contractor, contractor will coordinate all utility disconnections and removals necessary to proceed with the work in a timely manner. City Staff can provide a listing of affected utilities upon request.**

Contractor responsibilities:

1. Contractor is responsible for procuring all permits for this work including those needed from the City of Moorpark Planning Department, Building and Safety Office, City Engineering, and Ventura County Air Pollution Control District.

2. The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all demolition projects, regardless of cost; to divert a minimum of 65% of material generated during the project from disposal in a landfill (through reuse or recycling). The City has created a Construction and Demolition Materials Management Plan (C&DMMP) form to assist

JANICE S. PARVIN
Mayor

KEITH F. MILLHOUSE
Mayor Pro Tem

ROSEANN MIKOS, Ph.D.
Councilmember

DAVID POLLOCK
Councilmember

MARK VAN DAM
Councilmember

applicants to meet these diversion requirements. You will be required to submit a Diversion Security Deposit of 3% of the project valuation to the City to ensure compliance with the ordinance. The deposit will be returned upon verification that you met the 65% diversion requirement. Also, a one time fee for staff time associated with processing your C&D plan will be charged. You have two options to meet this requirement. You may use one of the City's franchised haulers (Waste Management or Moorpark Rubbish Disposal, dependent upon the location of the project) who can provide temporary bins and will dispose of your waste at a city authorized facility. Or you may self-haul your waste to a city authorized certified C&D processing facility. If you self-haul your waste you must use proper hauling vehicles and bins **owned by your company** and those vehicles must be **driven by your employees**. Please remember that because this project is a prevailing wage project, the driver of the self-haul vehicle will need to be paid a prevailing wage rate for driving the C&D materials to the authorized facility. **You will need to submit itemized weigh tickets from each facility documenting your C&D recycling and disposal that indicates the weight and type of material recycled or disposed.** These weigh tickets will need to be turned in to the Solid Waste Division and verified **prior to final payment release** for the job and refund of your C&D diversion security deposit. If diversion requirements are not met, the City will retain the deposit. Please contact the Solid Waste Division at 805-517-6241 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

3. Verify that areas to remain unaltered adjacent to areas of demolition, alteration or cutting are completely secured and properly barricaded to ensure separation of such operations with anybody other than who is authorized to be in construction area before beginning such work. Provide barricades and maintenance thereof, in accordance with applicable Federal, State and local codes and their respective requirements. Install temporary barricades, enclosures and protections before demolition work is started.

4. Contractor is responsible for provision of water to the site, whether it is through the use of a water meter on a hydrant, a watering truck, or other method. The City of Moorpark falls within Ventura County Waterworks District No. 1, (805) 378-3000 and water meters can be procured through them.

5. Contractor will be required to provide Payment and Performance bond in the amount of 100% of the bid price. Bond form can be provided by the City's representative upon request.

6. During demolition, take all precautions necessary to mitigate blowing dust and dirt. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. This is particularly important at both sites, due to close proximity to residential homes. Contractor must comply with governing regulations and Ventura County Air Pollution Control District pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding and pollution. Do not allow demolished

material to accumulate on site, have debris hauled off at regular intervals using appropriate City franchise waste hauler. *(See requirements within item 2.)*

7. Perform demolition exercising proper care to prevent injury to the public, workmen and adjoining property. Repair or replace existing work scheduled to remain, which is damaged by these operations. Return elements of construction and surfaces to remain to existing condition prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by demolition work.

8. Limit demolition operations to the immediate property on which the work is to be performed, do not infringe upon the adjoining roads or rights-of-way. Keep all access routes and adjoining roads and rights-of-way clean at all times. The tracking of mud, dirt or any other debris onto the adjacent and surrounding roads will not be permitted at any time. If there is debris tracked onto roads, at no time will the use of water be an acceptable clean-up method.

9. Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, heavy equipment.

10. Burning of rubbish at the site is not allowed.

11. Site and surrounding areas to be left clean and free of any demolition debris or other unsuitable materials.

12. Except as otherwise specified, in the event the contractor encounters on the project site material reasonably believed to be Asbestos, Polychlorinated biphenyl (PCB) or other hazardous materials which have not been rendered harmless by Contractor's remediation efforts as required by this proposal, Contractor shall immediately stop work in the affected area and report the condition to the City's Representative in writing.

13. Submit schedule for approval by the City's Representative indicating proposed methods and sequence of operations for demolition work. Include coordination for shutoff, capping and continuation of utility services as required, together with details for dust and noise control protection. Provide detailed sequence of demolition and removal operations.

14. Contractor will provide a competent English-speaking Superintendent to oversee the complete project. The Superintendent shall be present at all times work is being performed. The Superintendent shall have the authority to bind Contractor through Superintendent's acts. The Superintendent shall represent the Contractor; communications given to the Superintendent shall be binding on the Contractor.

15. Contractor will be responsible for the security of the site. Contractor shall be

responsible for all damages to persons or property that occur as a result of its fault or negligence in the performance of this contract and shall be responsible for the protection of the project site until final acceptance by the City. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.

16. It is Contractor's responsibility to comply with all applicable storm water and urban runoff permits, regulations, codes or laws. If there are questions, Contractor may contact the NPDES Coordinator in the Public Works Department at 805-517-6257.

THIS IS A PREVAILING WAGE PROJECT AND ALL PROPOSALS SHOULD BE BID AS SUCH. CONTRACTOR IS REQUIRED TO SUBMIT CERTIFIED PAYROLL AND COMPLY WITH ALL APPRENTICESHIP REQUIREMENTS AS OUTLINED IN LABOR CODE SECTIONS 1720 et seq. and 1770 et seq. and 1777 et seq. ANY VIOLATIONS OF LC SECTION 1770 WILL FORFEIT A \$50/DAY/WORKER FINE FOR ALL WORKER'S PAID LESS THAN THE PREVAILING WAGE RATE.

By submitting this proposal, Contractor agrees to sign the City's standard contract and to provide the insurance required by the contract. A copy of the Standard Agreement and Insurance Requirements is attached to this proposal. Contractors are encouraged to speak with their insurance companies regarding the required insurance to ensure that they can meet them.

Questions regarding this Request for Proposals can be directed to the City's representative:

Jessica Sandifer, Management Analyst
City of Moorpark, 799 Moorpark Avenue, Moorpark, CA
805-517-6225 or jsandifer@ci.moorpark.ca.us

Attachments:

- A – City Standard Agreement and Insurance Requirements
- B – Asbestos Report
- C – Site Plan

April 11, 2012

ADDENDUM NO. 1
for
161 Second Street Demolition Project

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

=====
Changes that affect the demolition project:

1. Contractor to demo four foot fence in the middle of the property, currently marked to remain on the property line. This item is now marked to REMOVE.
2. Contractor Responsibilities amended to read:

Contractor required to provide Payment and Performance bond in the amount of 100% of the bid price. Bond form can be provided by the City's representative upon request.

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

Jessica Sandifer, Management Analyst

Questions regarding this addendum may be directed to the Agency's Project Representative Jessica Sandifer, Management Analyst at (805) 517-6225 Fax (805) 532-2530 or jsczegan@ci.moorpark.ca.us.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED. PLEASE FAX A SIGNED COPY OF THIS PAGE TO JESSICA SANDIFER AT (805) 532-2530.

Company Name: _____

Authorized Representative: _____

Signature of Authorized Representative: _____