

**ITEM 10.F.**

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Jessica Sandifer, Management Analyst 

**DATE:** February 6, 2014 (CC Meeting of 02/19/2014)

**SUBJECT:** Consider Award of Bid and Project Approval for the Demolition of 236 Charles Street and Resolution Amending the Fiscal Year 2013/14 Budget to Fund the Work

**BACKGROUND & DISCUSSION**

The City acquired 236 Charles Street for a future affordable housing development. The structures are vacant, in poor shape, and an attractive nuisance in the neighborhood, so it is appropriate to demolish the buildings prior to construction of the affordable housing project.

A notice inviting bids for the demolition of these structures was published on December 28, 2013 and January 4, 2014. A mandatory job walk was held on January 8, 2014 and was attended by 16 contractors. Nine bids were received by the due date of January 23, 2014. The results are:

5M Contracting, Inc.	\$28,325.00
Ardalan Construction Company	\$31,500.00
Cinbad Industry, Inc.	\$29,950.00
J&T Engineering and Construction	\$19,800.00
Lee Construction Company	\$34,160.00
Moalej Builders, Inc.	\$33,000.00
<b>Midwest Environmental Control</b>	<b>\$11,972.15</b>
Sun-Lite Demolition	\$28,999.00
Superior Demolition, Inc.	\$22,554.00

The proposals were evaluated on their completeness and cost. The low bidder is Midwest Environmental. Control (MEC). MEC 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 accessory structure, 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**

There were no funds budgeted for the demolition this fiscal year. A budget line item transfer was processed for asbestos testing work totaling \$1,292.00. A budget amendment is being requested from the City Affordable Housing Fund (2201) in the amount of \$11,973.00 plus a 15% contingency of \$1,796.00 for a total of \$13,769.00 to fund the demolition work.

### **STAFF RECOMMENDATION (ROLL CALL VOTE)**

- 1) Approve the removal of the structures at 236 Charles Street; and
- 2) Award bid to Midwest Environmental Control for \$11,973.00 plus a 15% project contingency of \$1,796.00 for a total of \$13,769.00 and authorize execution of the Agreement by the City Manager, subject to final language approval by the City Manager and City Attorney.
- 3) Adopt Resolution No. 2014-\_\_\_\_\_.

Attachment 1 –Agreement  
Attachment 2 - Resolution

ATTACHMENT 1

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
MIDWEST ENVIRONMENTAL CONTROL, INC. FOR DEMOLITION OF  
STRUCTURES AND SITE CLEARANCE AT 236 CHARLES STREET**

**THIS AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation ("City") and Midwest Environmental Control, Inc., a 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 structures and site clearance at 236 Charles 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 19th day of February, 2014, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

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

1. TERM

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

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to demolition and site clearance at 236 Charles Street, as set forth in Exhibit B: Contractor's Bid Proposal, dated January 22, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit C. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B and Exhibit C, both of which are 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 eleven thousand nine hundred and seventy-three dollars (\$11,973.00) as stated in Exhibit B, without a written Amendment to the Agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

### 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 Dale Bruhl, III, 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 eleven thousand nine hundred and seventy-three dollars (\$11,973.00) 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 ten percent (15%) of the amount of the Agreement.

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

#### 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

#### 7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes

beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

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

#### 8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred and twenty-five dollars (\$125.00) 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.

#### 9. OWNERSHIP OF DOCUMENTS

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

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

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

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

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

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

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

#### 11. INSURANCE

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

#### 12. INDEPENDENT CONTRACTOR

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

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

#### 13. LEGAL RESPONSIBILITIES

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

14. ANTI DISCRIMINATION

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

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

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

To: Midwest Environmental Control, Inc.  
Attn: Dale Bruhl, III, Manager  
4919 Contractor Road, Trailer M  
Post Office Box 278  
Edwards AFB, California 93523

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and

Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

MIDWEST ENVIRONMENTAL  
CONTROL, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Dale Bruhl, III, Manager

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 change 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 B

BID PROPOSAL

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK  
MOORPARK, CALIFORNIA

Demolition of Structures and Site Clearance  
236 Charles Street, Moorpark, California

Bids to Be Received – Thursday, January 23, 2014, by 3:00 p.m.

Midwest Environmental Control, Inc  
CONTRACTOR

Name Midwest Environmental Control, Inc.

Street Address P.O. Box 278, 4919 Contractor Rd. Trailer M

City Edwards AFB State CA Zip Code 93523

Telephone Number \_\_\_\_\_  
Contractor's License No 682343 Class C21, C61, D40  
D63, ASB, HAZC-2, Expiration Date 12/31/14

The undersigned swears under penalty of perjury that the information regarding the Contractor's License is true and correct.

Signature of Bidder [Signature] Title Manager

BID SCHEDULE:

It is understood that the lump sum bid includes without limitation, all appurtenant expenses, permits, taxes, royalties, and fees associated with the work described within these bid documents. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT.

1. 236 Charles Street Lump Sum Base Bid (\$ 11,972.15 )

Eleven thousand nine hundred seventy-two dollars and 15 cents  
WRITE OUT TOTAL BID ON THIS LINE

Number of calendar days for completion: Five

**BID PROPOSAL (continued)**

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

Bid Due Date/Time: January 23, 2014 by 3:00 p.m.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Demolition of structures and appurtenances at 236 Charles Street, Moorpark, CA.*

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitations, those in the Notice Inviting Bids, Instructions to Bidders, General Conditions, Special Conditions, and Technical Specifications.

This Bid will remain open for the period stated in the Notice Inviting Bids. By signing this bid proposal, the Bidder agrees to enter into a Contract within the time and in the manner as required in the Notice Inviting Bids. **Bidder understands that by submitting this bid, bidder is agreeing to furnish the insurance certificates, endorsements, and Bonds as required by the Contract Documents. Contractor understands that failure to provide the insurance certificates, endorsements and bonds will cause City to terminate the bid award and award the bid to the next lowest bidder.**

Bidder has examined copies of all the Contract Documents through and inclusive of the following Bid Addenda (receipt of which is hereby acknowledged):

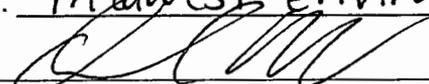
Bid Addenda Number: 1 Date: 1-14-14  
Bid Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder has familiarized themselves with the nature and extent of the Contract Documents, the Work, the site together with the surrounding environment and locality, the legal requirements involved (including all applicable federal, state and local laws, ordinances, rules, regulations, codes, etc.) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated within the Contract Documents, and to accept in full payment therefore the Contract Price named in the aforementioned Bid Schedule(s).

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person duly authorized to sign for the Contractor.

Bidder: Midwest Environmental Control, Inc.

By:   
(Signature — Authorized Representative)

Title: manager Dated: 1/22/14

# NON-COLLUSION DECLARATION

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Manager of Midwest Environmental Control, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 22, 2014 [date], at Edwards AFB [city], California [state].

Midwest Environmental Control, Inc.  
Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

P.O. BOX 278, Edwards AFB, CA  
Address of Bidder 93523

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

State of California )  
County of Kern )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Jan. 22, 2014 before me, Erin Kaczkowski  
(here insert name and title of the officer)

personally appeared Dale Bruhl III

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature erin kaczkowski



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of Moorpark Bid Package containing        pages, and dated 1/22/14.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:  
Page # 7 Entry # 4

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- \_\_\_\_\_

**BID BOND**

(in lieu of certified or cashier's check)

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Midwest Environmental Control, Inc., as Principal, and U.S. Specialty Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten percent (10%) of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 22nd day of January, 2014, ~~2013~~.

Contractor Midwest Environmental Control, Inc.

By [Signature]

Title Manager

By \_\_\_\_\_

Title \_\_\_\_\_

Surety U.S. Specialty Insurance Company

By [Signature]  
Holly R. Carver, Attorney-in-Fact

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

City of Moorpark  
Structure Demolition – 236 Charles Street

Bid Package  
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STATE OF OHIO                    )  
  )ss.  
COUNTY OF LUCAS                )

On this 22nd day of January, 2014, before me personally appeared Holly R. Carver, to me personally known who being by me sworn, did say that she is the Attorney-in-fact of U.S. Specialty Insurance Company, said Corporation being named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf and by authority of said Corporation and that said Holly R. Carver acknowledges said instrument to be the free act and deed of the Corporation.

Carol Linda Feller  
Notary Public,

Lucas County, Ohio

My Commission Expires: 7/18/15

**CAROL LINDA FELLER**  
**Notary Public, State of Ohio**  
**My Commission Expires 07-18-2015**

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Catherine M. Krueger, Holly R. Carver, James N. Lortie

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\*).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

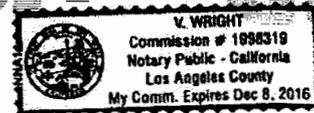
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

V. Wright

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of January, 2014.

Corporate Seals

Bond No.

Agency No. 9195



Jeannie Lee, Assistant Secretary

## STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License (C-21 or B with C-21 or list a sub that has a C-21 designation) at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California projects in the last five years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 30

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

### Reference No. 1

Customer Name: T. Simons Co., Inc.  
Contact Individual: Michele LaComb Phone No. 661-277-4475  
Address: \$15 million S.S. Wolfe ave, Edwards AFB, CA 93524  
Contract Amount: \$15 million Year: 2009-present  
Description of work done:  
Environmental Remediation and Structural  
Demolition of multiple buildings

### Reference No. 2

Customer Name: JF Engineering, Inc.  
Contact Individual: Joe Flores Phone No. 909-721-7698  
Address: 1539 E. Grand Ave, Pomona, CA 91766  
Contract Amount: \$1,598,802.11 Year: 2012  
Description of work done:  
Environmental Remediation and Structural  
Demolition of various buildings

### Reference No. 3

Customer Name: Jacobs Technology  
Contact Individual: Craig Carlton Phone No. 661-275-5273  
Address: Blk 8350, Edwards AFB, CA 93524  
Contract Amount: \$1,464,484.00 Year: 2012  
Description of work done:  
Environmental Remediation and Structural  
Demolition of various buildings.

City of Moorpark  
Structure Demolition – 236 Charles Street

Bid Package  
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**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

(Cont'd)

STATE OF CALIFORNIA, COUNTY OF Kern

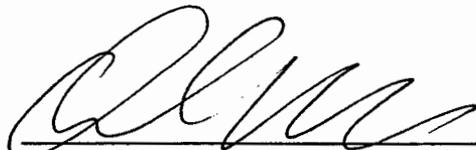
I am the Manager

Control, Inc. Of Midwest Environmental

the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 1/22/14 at Edwards AFB, California.  
(date) (place)

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

  
Signature of Bidder

Manager  
Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**COMPLIANCE WITH ENVIRONMENTAL, HEALTH  
AND SAFETY STANDARDS**

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

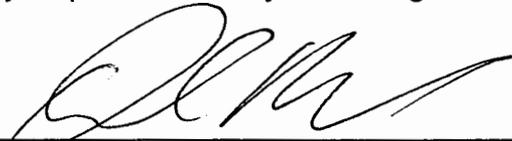
The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause concern, birth defects or other reproductive harm into water or onto land where such chemical passes or, in all probability, will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor, Contractor hereby agrees to comply with all provisions of the Act relating to the discharge of hazardous chemicals on the job site.

Contractor fully agrees that Contractor, Contractor's employees and subcontractors shall not discharge such chemicals on the job site which will result in the discharge of such chemicals, and shall, upon completion of performance of all other duties under this contract, remove all supplies, materials and waste remaining on the job site which if exposed, could result in the discharge of such chemicals. Contractor shall be financially responsible for compliance with Proposition 65.

Contractor shall also comply with state of California anti-smoking laws which, in part, prohibit smoking in the workplace and enclosed areas.

Should Contractor, Contractor's employees, or subcontractors or their employees fail to comply, within 24 hours from the time City issues and Contractor receives a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, City may give notice of default to Contractor, and at the City's option, elect any and all rights or remedies set forth in this agreement.

Approved by Contractor:

  
Title Dale Bruhl, Manager, Midwest Environmental Control, Inc.  
Date 1-22-2014

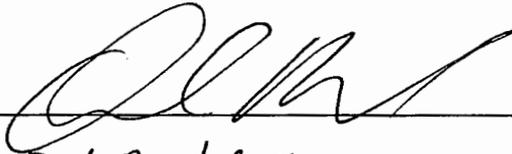
# WORKERS' COMPENSATION INSURANCE CERTIFICATE

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By



Title: Dale Bruhl, Manager

Date: 1-22-2014

## BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount<sup>1</sup>. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name: <i>Cal-State Site Services</i>	License No: <i>792091</i>
Subcontractor Address: <i>P.O. BOX 6848 Thousand Oaks, CA 91359</i>	Classification: Subcontractor Phone: <i>800-499-5757</i>
Type of Work: <i>Installation of chain link fence</i>	Percent Work to be done: <i>15%</i>
Subcontractor Name: <i>Water Resources Consulting Timothy Landis</i>	License No: Classification:
Subcontractor Address: <i>201 E. Fern Ave Redlands, CA 92373</i>	Subcontractor Phone: <i>760-533-5909</i>
Type of Work: <i>SW Storm pollution prevention plan</i>	Percent Work to be done: <i>14%</i>
Subcontractor Name:	License No:
Subcontractor Address:	Classification: Subcontractor Phone:
Type of Work:	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage <sup>2</sup> 29%

  
\_\_\_\_\_  
Signature(s) of Bidder

1-22-14  
Date

<sup>1</sup> Based on contract price

<sup>2</sup> May not exceed 50% of contract price. See Greenbook Section 2-3.2



# CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

January 14, 2014

## ADDENDUM NO. 1

for

236 Charles 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:

=====  
The bid manual technical specifications are CLARIFIED as follows:

1. Perimeter fencing on the east and south sides of the property is to remain. Contractor is to remove the existing decorative masonry fencing at the front of the property and replace with a new, **PERMANENT** 6 foot chainlink fence across the width of the property connecting to the adjacent property fence. The fence on the west side between the adjacent property and 236 Charles Street is to be removed.
2. Liquidated Damages will be assessed at \$125/day

=====  
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 jsandifer@moorparkca.gov

.....  
**PLEASE FAX A SIGNED COPY OF ADDENDUM TO JESSICA SANDIFER AT (805) 532-2550, AND INCLUDE WITH BID. RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.**

Company Name: Midwest Environmental Control, Inc.

Authorized Representative: Dale Bruhly

Signature of Authorized Representative: [Handwritten Signature]

**EXHIBIT C**



**CITY OF MOORPARK**

**Project Manual**

**and**

**Specifications**

**Demolition of Structures and  
Site Clearance at 236 Charles Street,  
Moorpark, California**

**Bid Due Date and time:  
Thursday, January 23, 2014 at 3:00 p.m.**

**Specification No. COM-13-004**

## NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the **Demolition of Structures and Site Clearance** will be received by the City Clerk, in City Hall, 799 Moorpark Avenue, Moorpark, California, 93021, at or before **3:00 p.m. on January 23, 2014, at which time they will be publicly opened and read.** **The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.**

There will be a **mandatory pre-bid conference and site walk** held on Wednesday, January 8, 2014 at 10:00 a.m. at the project site. Potential bidders are required to attend this meeting. Failure to attend the mandatory pre-bid meeting will result in a bidder's proposal being rejected as non-responsive. **Failure to show up and sign-in will constitute non-attendance of the site walk.**

### SCOPE OF WORK:

The proposed project will consist of asbestos abatement and demolition of structures and site clean-up at 236 Charles Street, Moorpark, CA. The proposal shall be submitted and the work shall be performed by a Class "B" or C-21 classified State of California licensed contractor, with an ASB certificate if the Contractor proposes to abate the asbestos with their own forces, in strict conformance with the specifications now on file in the City's Community Development Department.

Copies of specifications may be obtained by prospective bidders from the Parks, Recreation and Community Services Department via e-mail for no charge.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all proposals for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. The City further reserves the right to make award to the lowest responsible bidder as the interest of the City may require.

**This is a prevailing wage project.** In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code (Section 1770 et al.), the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the Community Development Department, and such copies will be made available to any interested party upon request. Future effective wage rates

which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agencies determinations.

The bid must be accompanied by certified check, cashier's check, or bidder's bond, made payable to the City of Moorpark for an amount no less than ten percent (10%) of the total bid amount, as a guarantee that the bidder, if its bid is accepted, will promptly obtain the required bonds and insurance and will prepare the required submittal documents and execute the contract. The Bid Bonds for those bids that were not selected will be returned to the Bidders upon award of the contract by the City Council.

Pursuant to California Civil Code Section 3248, the successful bidder shall furnish to the City at the time of execution of the contract a payment bond approved by the City in an amount equal to one hundred percent (100%) of the contract price. The successful bidder shall also furnish to the City at the time of execution of the contract a faithful performance bond approved by the City in an amount equal to one hundred percent (100%) of the contract price.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code, Section 22300.

The Plans, Contract documents and Specifications will be available for public inspection at the following locations:

City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

Ventura County Contractor's Association  
1830 Lockwood Street, Suite 110  
Oxnard, CA 93036

Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, **'BID FOR DEMOLITION PROJECT, 236 Charles Street – DO NOT OPEN WITH REGULAR MAIL.'**

Bidders shall guarantee the bid price for a period of 90 calendar days from the date of bid opening.

All requests for a "Bid Package" and any questions regarding this notice can be directed to the City's Project Representative: Jessica Sandifer, Management Analyst at Phone (805) 517-6225, Fax (805) 532-2530 or by e-mail [jsandifer@moorparkca.gov](mailto:jsandifer@moorparkca.gov)

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## **Instruction to Bidders**

THE CITY OF MOORPARK IS REQUESTING BIDS FOR DEMOLITION OF 236 CHARLES STREET, MOORPARK, CA 93021

There will be a **mandatory pre-bid conference and site walk** held on Wednesday, January 8, 2013 at 10:00 a.m. at 236 Charles Street. Potential bidders are required to attend this meeting. Failure to attend the mandatory pre-bid meeting will result in a bidder's proposal being rejected as non-responsive.

**BID SUBMITTAL:** Each bid must be submitted on the Bid Forms provided in the bid package. All blanks in the Bid Form must be filled in and all prices must be stated in both words and figures. It is the sole responsibility of the bidder to see that the bid is delivered to the proper place and received at the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. All bid forms must be sealed and delivered before 3:00 p.m. on January 23, 2014 to the following address (postmarks will not be accepted):

City Clerk's Office  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

NOTE: Please mark the outside of the envelope:

**Sealed Bid for  
Demolition Project – 236 Charles Street  
Moorpark, CA 93021**

**DO NOT OPEN WITH REGULAR MAIL**

**Bidders shall submit one complete set of the Bid Forms and all required attachments.** No proposal received after the time specified or at any place other than the place stated above will be considered. All bids will be opened and declared publicly. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark. Bidders or their representatives are invited to be present at the opening of the bids.

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested. An individual or business entity which has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.

**Instructions to Bidders** (continued)

A bidder may withdraw the proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the City for its withdrawal, in which event the proposal will be returned to the bidder unopened. Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification or deviation of the Bid Form which is not specifically called for in the Contract Documents may result in the City's rejection of the bid as being non-responsive. Non-substantial deviations may be permitted provided that the bidder submits a full description and explanation of, and justifications for, the proposed deviations. Final determination of any proposed deviation will be made solely by the City.

**BID FORMS:** The bid must be accompanied by certified check, cashier's check, or bidder's bond, made payable to the City of Moorpark for an amount no less than ten percent (10%) of the total bid amount, as a guarantee that the bidder, if its bid is accepted, will promptly obtain the required bonds and insurance and will prepare the required submittal documents and execute the contract. The Bid Bonds for those bids that were not selected will be returned to the Bidders upon award of the contract by the City Council.

The bidder to whom award is made shall execute a written contract with the City within fourteen (14) calendar days after notice of the award has been sent by mail to the address given in the proposal. The contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that he/she possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all applicable Federal, State, City, and Special District laws, ordinances, and regulations.

If the bidder to whom the award is made fails to enter into the contract, the award will be annulled; any bid security will be forfeited; and an award may be made to the next lowest responsible bidder who shall fulfill every term and condition of the bid as if he/she were party to whom the first award was made.

**BIDDER QUESTIONS:** If you discover any error, omission, ambiguity, or conflict, in the plans or specifications or have any questions concerning the bidding documents or proposal forms contact the City's Project Representative:

Jessica Sandifer, Management Analyst  
City of Moorpark  
799 Moorpark Avenue, Moorpark, CA 93021  
(805) 517-6225 or [jsandifer@moorparkca.gov](mailto:jsandifer@moorparkca.gov)

**Instructions to Bidders** (continued)

Please do not call other staff members or consultants. If a prospective bidder is in doubt or has any questions as to the true meaning or intent of any part of the Bid package, or discovers discrepancies, errors, or conflicts, or omissions, he/she may submit, to the above Project Representative, a written request for an interpretation or a correction thereof. Interpretations or corrections shall be made only by addendum duly issued by the City. A copy of such addendum will be mailed, faxed, or delivered to each person receiving a set of the Contract Documents and such addendum shall be considered a part of, and incorporated in, the Contract Documents. Questions must be received in writing no later than 96 hours prior to the bid deadline in order to provide the City sufficient time to evaluate the question and respond no later than 72 hours prior to the bid deadline. Questions received after the 96 hour deadline will be deemed not received.

All requests for information (regarding the bid) submitted in writing by the deadline will receive a written response from the City. Telephone communications with City Staff will not be permitted. Any oral communication shall not be binding on the City.

**BIDS QUOTES AND UNIT PRICING:** The individual project prices should be bid as lump sum prices and must be entered in figures in the spaces provided on the Bid Submission Form(s). The total bid sum shall be stated in figures. The Bid Submission Form(s) must be totally completed. Unit prices, if requested, should be added as Appendix A and are to be used only for changes to the contract.

**EVALUATION OF BIDS AND AWARD:** The City reserves the right to retain all bids for a period of 90 calendar days for examination and comparison, and to delete or add any alternates to/from the contract. Bidders shall guarantee the bid prices for said 90 day period to facilitate City evaluation of the bids. Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission and acceptance of the bid award, the bidder acknowledges full understanding of, and agreement with, and acceptance of all provisions of the plans, specifications and contract documents. The City reserves the right to waive non-substantial irregularities in any bid, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations given by the City, and to make award to the lowest responsible bidder as the interest of the City may require.

In addition to the information required by the bid documents, the City may request evidence from a bidder, whose bid is under consideration for award, reasonable evidence showing that bidder's financial resources, construction experience, and organization and plant facilities are sufficient for performance of the contract.

# BID PROPOSAL

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK  
MOORPARK, CALIFORNIA

Demolition of Structures and Site Clearance  
236 Charles Street, Moorpark, California

Bids to Be Received – Thursday, January 23, 2014, by 3:00 p.m.

\_\_\_\_\_  
CONTRACTOR

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Contractor's License No \_\_\_\_\_ Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

The undersigned swears under penalty of perjury that the information regarding the Contractor's License is true and correct.

Signature of Bidder \_\_\_\_\_

Title

BID SCHEDULE:

It is understood that the lump sum bid includes without limitation, all appurtenant expenses, permits, taxes, royalties, and fees associated with the work described within these bid documents. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT.

1. 236 Charles Street Lump Sum Base Bid (\$ \_\_\_\_\_)

\_\_\_\_\_ dollars and \_\_\_\_\_ cents

**WRITE OUT TOTAL BID ON THIS LINE**

Number of **calendar days** for completion: \_\_\_\_\_

City of Moorpark  
Structure Demolition – 236 Charles Street

Bid Package  
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**BID PROPOSAL (continued)**

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

Bid Due Date/Time: January 23, 2014 by 3:00 p.m.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Demolition of structures and appurtenances at 236 Charles Street, Moorpark, CA.*

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitations, those in the Notice Inviting Bids, Instructions to Bidders, General Conditions, Special Conditions, and Technical Specifications.

This Bid will remain open for the period stated in the Notice Inviting Bids. By signing this bid proposal, the Bidder agrees to enter into a Contract within the time and in the manner as required in the Notice Inviting Bids. **Bidder understands that by submitting this bid, bidder is agreeing to furnish the insurance certificates, endorsements, and Bonds as required by the Contract Documents. Contractor understands that failure to provide the insurance certificates, endorsements and bonds will cause City to terminate the bid award and award the bid to the next lowest bidder.**

Bidder has examined copies of all the Contract Documents through and inclusive of the following Bid Addenda (receipt of which is hereby acknowledged):

Bid Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Bid Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder has familiarized themselves with the nature and extent of the Contract Documents, the Work, the site together with the surrounding environment and locality, the legal requirements involved (including all applicable federal, state and local laws, ordinances, rules, regulations, codes, etc.) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated within the Contract Documents, and to accept in full payment therefore the Contract Price named in the aforementioned Bid Schedule(s).

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person duly authorized to sign for the Contractor.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature — Authorized Representative)

Title: \_\_\_\_\_ Dated: \_\_\_\_\_

# NON-COLLUSION DECLARATION

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Name of Bidder

Name of Bidder

Signature of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

**BID BOND**

(in lieu of certified or cashier's check)

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten percent (10%) of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this \_\_\_\_ day of \_\_\_\_\_, 2013.

Contractor \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety \_\_\_\_\_

By \_\_\_\_\_

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ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

City of Moorpark  
Structure Demolition – 236 Charles Street

Bid Package  
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**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required Qualifications: Bidders must hold a valid State of California Contractor's License (C-21 or B with C-21 or list a sub that has a C-21 designation) at the time the bid is submitted to the City, and must have satisfactorily completed at least three Southern California projects in the last five years of comparable size to the scope of this project.

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

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

Reference No. 1

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_

Reference No. 2

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_

Reference No. 3

Customer Name: \_\_\_\_\_  
Contact Individual: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_ Year: \_\_\_\_\_  
Description of work done: \_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES**

(Cont'd)

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

I am the \_\_\_\_\_

\_\_\_\_\_ Of \_\_\_\_\_

\_\_\_\_\_, the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

\_\_\_\_\_

\_\_\_\_\_

Executed on \_\_\_\_\_ at \_\_\_\_\_, California.  
(date) (place)

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**COMPLIANCE WITH ENVIRONMENTAL, HEALTH  
AND SAFETY STANDARDS**

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause concern, birth defects or other reproductive harm into water or onto land where such chemical passes or, in all probability, will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor, Contractor hereby agrees to comply with all provisions of the Act relating to the discharge of hazardous chemicals on the job site.

Contractor fully agrees that Contractor, Contractor's employees and subcontractors shall not discharge such chemicals on the job site which will result in the discharge of such chemicals, and shall, upon completion of performance of all other duties under this contract, remove all supplies, materials and waste remaining on the job site which if exposed, could result in the discharge of such chemicals. Contractor shall be financially responsible for compliance with Proposition 65.

Contractor shall also comply with state of California anti-smoking laws which, in part, prohibit smoking in the workplace and enclosed areas.

Should Contractor, Contractor's employees, or subcontractors or their employees fail to comply, within 24 hours from the time City issues and Contractor receives a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, City may give notice of default to Contractor, and at the City's option, elect any and all rights or remedies set forth in this agreement.

Approved by Contractor: \_\_\_\_\_

Title

Date \_\_\_\_\_

# WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID*

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# BIDDER'S STATEMENT OF SUBCONTRACTORS

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid amount<sup>1</sup>. (NOTE: If bidding contractor does not have the appropriate specialty designations as required by these bid documents, than a subcontractor with the appropriate specialty designation must be listed here. Failure to do so may result in the bid being disqualified.)

Subcontractor Name:	License No:	
	Classification:	
Subcontractor Address:	Subcontractor Phone:	
Type of Work:		<b>Percent Work to be done:</b>
Subcontractor Name:	License No:	
	Classification:	
Subcontractor Address:	Subcontractor Phone:	
Type of Work:		<b>Percent Work to be done:</b>
Subcontractor Name:	License No:	
	Classification:	
Subcontractor Address:	Subcontractor Phone:	
Type of Work:		<b>Percent Work to be done:</b>

(attach more sheets if necessary)

**Total Percentage** <sup>2</sup> \_\_\_\_\_

\_\_\_\_\_  
**Signature(s) of Bidder**

\_\_\_\_\_  
**Date**

<sup>1</sup> Based on contract price

<sup>2</sup> May not exceed 50% of contract price. See Greenbook Section 2-3.2

# SAMPLE

## AGREEMENT BETWEEN THE CITY OF MOORPARK AND , FOR DEMOLITION OF 236 CHARLES STREET

**THIS AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation (“City”) and \_\_\_\_\_, a (“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 236 Charles 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Code Section 20160, et seq.

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

### 1. TERM

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

### 2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to \_\_\_\_\_, as set forth in Exhibit \_\_\_\_\_ : Contractor’s Bid Proposal, dated \_\_\_\_\_, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the “Proposal” and as set forth in Exhibit \_\_\_\_\_, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers’ Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit \_\_\_\_\_. 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 \_\_\_\_\_ and Exhibit \_\_\_\_\_, both of which are 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 .

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit , attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of dollars (\$ ) as stated in Exhibit , without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

### 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 , 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 , 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 dollars (\$ ) 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 ten percent (10%) of the amount of the Agreement.

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

#### 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

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

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

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

#### 7. DEFAULT OF CONTRACTOR

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

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

#### 8. LIQUIDATED DAMAGES

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

#### 9. OWNERSHIP OF DOCUMENTS

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

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

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

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

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

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

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

11. INSURANCE

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

12. INDEPENDENT CONTRACTOR

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

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

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the

Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or

its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

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

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

To:

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

19. CHANGE IN NAME

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

20. ASSIGNMENT

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

21. LICENSES

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

22. VENUE AND GOVERNING LAW

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

23. ENTIRE AGREEMENT

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

24. CAPTIONS OR HEADINGS

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

25. AMENDMENTS

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

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

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

28. INTERPRETATION OF AGREEMENT

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

29. WAIVER

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

30. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Title:

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 \$2,000,000 per occurrence for all covered losses and no less than \$1,000,000 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.

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor" as principal, and \_\_\_\_\_ hereinafter referred to as "Surety," are held and firmly bound unto the City of Moorpark, California, hereinafter referred to as "City", or "Obligee" in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with the City of Moorpark, California, for demolition and site clearance at 65 First Street, and is required by said City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if said Contractor shall well and truly do and perform all the covenants and obligations of said Contract to be done and performed at the time and in the manner specified herein, then this obligation shall be null and void one year after date of recordation of Notice of Completion by City of the completed work; otherwise it shall be and remain in full force and effect, and Surety shall cause the Contract to be fully performed or to pay to obligee the cost of performing said Contract in an amount not exceeding the said sum above specified, and shall also, in case suit is brought upon this bond, pay to obligee court costs and a reasonable attorney's fee, to be fixed by the court.

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Contractor \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ By \_\_\_\_\_

Surety \_\_\_\_\_ By: \_\_\_\_\_

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

## BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ hereinafter referred to as "Contractor" as principal, and \_\_\_\_\_ hereinafter referred to as "Surety," are held and firmly bound unto the CITY OF MOORPARK, CALIFORNIA, hereinafter referred to as "City " in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract for the demolition and site clearance at 65 First Street and is required by City to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if the said principal as Contractor in said Contract or subcontractors fails to pay for any subcontractors, materials, provisions, or its other supplies, or items, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California. This bond shall remain in full force and effect through the term of the Agreement and beyond as set forth herein. The Contractor may cause the Bond to be exonerated one (1) year after the date of recordation of the Notice of Completion by the City and only with the City's written permission. However, Bond shall not be exonerated if claims or stop notices remain outstanding.

**IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.**

**BOND FOR MATERIAL SUPPLIERS AND LABORERS ~  
(continued)**

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Surety

By \_\_\_\_\_

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(attach appropriate executed form)

## **GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION**

The General Conditions may be supplemented or amended by the Special Conditions in the Contract Documents and other sections of the Project Manual. All provisions which are not so amended or supplemented remain in full force and effect.

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City. They will be referred to in the General Conditions and contract documents as the "Greenbook". These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in the General Conditions when reference is made to the State Standard Specifications.

Contractor agrees that if there is a conflict between the documents, or a conflict, repetition, or ambiguity within any of the documents, the City shall be the sole person to decide which document or provision shall govern, to the interest of the City .

The City will make the final decisions based on the recommendations of the City's designated Project Representative. Jessica Sandifer, Management Analyst is the City's project representative assigned to this project and will act as directed by and under the supervision of the City Manager.

In the attached, "City ," and "Owner" shall refer to the City of Moorpark, California.

### **ARTICLE 1**

#### **GENERAL CONDITIONS**

##### **1.1 BASIC DEFINITIONS**

1.1.1 The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract shall not be construed to create a contractual relationship of any kind (1) between the City and a Subcontractor or supplier or (2) between any persons or entities other than the City and Contractor.

1.1.2 The term "work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or part of the project.

1.1.3 The “project” is the total construction of the work performed under the Contract Documents and may be the whole or a part which may include construction by other Contractors and by the City’s own forces including persons or entities under separate contracts not administered by the City .

1.1.4 The “drawings” are the graphic and pictorial portions of the Contract, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.5 The “specifications” are that portion of the Contract consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

1.1.6 The Project Manual is the volume assembled for the work which includes without limitation, the bidding requirements and documents, the proposal, sample forms, the contract and conditions of the Contract.

1.1.6.1 The drawings, specifications, project manual, contract and all incorporations by reference comprise the contract documents.

## **1.2 EXECUTION, CORRELATION AND INTENT**

1.2.1 The Contract Documents shall be signed by the City and Contractor as provided in the Contract.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract and agrees to all terms and conditions of the contract documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. THE CONTRACT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE BINDING AS IF REQUIRED BY ALL.

1.2.4 Organization of the specifications into divisions, sections and articles, and arrangements of drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract, words which have well-known technical or construction industry meanings are used in the Contract in accordance with such recognized meanings.

## **1.3 CAPITALIZATION**

1.3.1 Terms capitalized in these General Conditions include those which are (1)

specifically defined and (2) the titles of numbered articles and identified references to Paragraphs, Sub-paragraphs and Clauses in this document.

#### **1.4 INTERPRETATION**

1.4.1 In the interest of brevity the Contract frequently omits modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### **1.5 PRECEDENCE**

1.5.1 Precedence shall be as outlined in the latest edition of the Standard Specifications for Public Works Construction (The “Greenbook”).

### **ARTICLE 2**

#### **OWNER**

#### **2.1 DEFINITION**

2.1.1 The City is the person or entity identified as such in the Contract and is referred to throughout the Contract as if singular in number. The terms “City ” and “Owner” mean the City of Moorpark, and it is the owner.

2.1.2 The City upon reasonable written request shall furnish to the Contractor, in writing, information which is necessary and relevant for the Contractor to evaluate, give notice or enforce claim rights.

#### **2.2 INFORMATION AND SERVICES REQUIRED BY THE CITY**

2.2.1 Information or services under the City ’s control shall be furnished by the City with reasonable promptness to avoid delay in orderly progress of the work.

2.2.2 As necessary, the City shall forward all communications to the Contractor through electronic mail, fax and/or first class mail, personal delivery, or overnight delivery service.

#### **2.3 CITY ’S RIGHT TO STOP THE WORK**

2.3.1 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract, in the required time frames, or persistently fails to carry out work in accordance with the Contract, the City, by written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the work shall not give rise to a duty on

the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. These remedies are supplemental to remedies found elsewhere in the Contract.

## **2.4 CITY'S RIGHT TO CARRY OUT THE WORK**

2.4.1 Notwithstanding other remedies available to the City, if the Contractor defaults or neglects to carry out the work in accordance with the Contract and fails within a ten calendar day period after receipt of written notice from the City to commence and correct such default or neglect with diligence and promptness, the City, at its sole option and without obligation, may, with their own or outside forces, correct such deficiencies. In such case an appropriate deduction shall be made by the City from payments then, or thereafter, due to the Contractor for the cost of correcting such deficiencies, including compensation for the City's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City. This remedy is cumulative. The City may terminate pursuant to Section 6 of the contract.

## **ARTICLE 3**

### **CONTRACTOR**

#### **3.1 DEFINITION**

3.1.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout this Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The plural term "Contractors" refers to persons or entities who perform construction under conditions of the Contract that are administered by the City, and that are identical or substantially similar to these conditions.

#### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.2.1 In addition to other investigations required by the contract documents, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to City Staff at once.

3.2.2 The Contractor shall perform the work in accordance with the Contract.

#### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.3.1 The Contractor shall supervise and direct the work, using the Contractor's best

skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and all safety requirements for coordinating all portions of work under this Contract, subject to overall coordination of the Construction, and subject to overall coordination by City Staff as provided in Subparagraphs 4.2.3.

3.3.2 The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the work in accordance with the Contract either by activities or duties of City Staff in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall inspect portions of the project related to the Contractor's work in order to determine that such portions are in proper condition to receive subsequent work.

#### **3.4 LABOR AND MATERIALS**

3.4.1 Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

#### **3.5 PREVAILING WAGE, PAYROLL RECORDS AND DEBARMENT**

3.5.1 The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City of Moorpark, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.5.2 The Contractor and each subcontractor shall forfeit as a penalty to the City of Moorpark not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

3.5.3 As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the City, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the City or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the City and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the City and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the City and the other indemnified parties as a result of the action.

3.5.4 Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

3.5.5 It shall be the responsibility of Contractor to Comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. As of April, 2003, Labor Code section 1776 provides in relevant part:

"(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on

the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the

records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) A certified copy of all payroll records shall be submitted to the Project Representative no later than the tenth (10<sup>th</sup>) day of each month for the immediately preceding month. This submission shall be a condition precedent for payment to Contractor. Failure to submit payroll records shall be grounds of withholding payment to Contractor until such submission is made.

**3.5.6 Debarment.** The Contractor or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

### **3.6 APPRENTICES**

**3.6.1** Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

### **3.6 TAXES**

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **3.7 PERMITS, FEES AND NOTICES**

3.7.1 The Contractor shall secure and pay for all necessary permits required for the proper execution and completion of the work in this contract, including a City of Moorpark Business Registration Permit, which can be obtained from the Community Development Department.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work.

3.7.3 If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such work and shall bear the attributable costs to remove, correct and/or otherwise comply with the law.

### **3.8 ALLOWANCES**

Not used.

### **3.9 CONTRACTOR'S SUPERVISION/SUPERINTENDENT**

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in full time attendance at the project site during performance of the work. They shall have extensive experience in projects similar to this one. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall give efficient supervision to work, using his/her best skill and attention. He/she shall carefully study and compare all drawings, specifications and other instructions and shall at once report to City Staff any error, inconsistency or omission which he/she may discover.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE**

3.10.1 The Contractor, promptly after being awarded the Contract, shall submit Contractor's construction schedule for the work. Such schedule shall not exceed time limits current under the Contract, shall be revised at appropriate intervals as required by the contract documents, conditions of the work and progress. The construction schedule

shall provide for expeditious and practicable execution of the work and shall show procurement and submittals. See specifications for further requirements regarding construction schedule.

3.10.2 The Contractor shall cooperate with the City in scheduling and performing the Contractor's work to avoid conflict, delay in, or interference with the work of other Contractors or the construction or operations of the City's own forces.

3.10.3 The Contractor shall prepare and keep current, for City staff approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows for a reasonable time for review. Contractor shall also keep current a Request for Information (RFI) schedule and reply record.

### **3.11 USE OF SITE**

3.11.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, and permits and shall not unreasonably encumber the site with materials or equipment.

3.11.2 The Contractor shall coordinate their operations with, and secure the approval of, the City before using any portion of the site.

### **3.12 ACCESS TO WORK**

3.12.1 The Contractor shall provide the City access to the work in preparation and progress wherever located.

### **3.13 ROYALTIES AND PATENTS**

3.13.1 The Contractor shall pay all royalties and license fees, fees for use of patent rights and shall hold the City harmless from the loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Contract.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 CITY'S REPRESENTATIVES**

4.1.1 One or more Representatives employed by the City may be assigned to the work. His/her duties shall be defined by the City.

4.1.2 The designated City Project Representative or entity is identified as such in the Contract and is referred to throughout the Contract as if singular in number. The designated staff person will act as directed by and under the supervision of the Parks

and Recreation Director, and will confer with the Director and City regarding its actions.

4.1.3 The City's Project Representative shall have full access to all operations involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations which he/she desires to observe.

4.1.4 The Contractor shall furnish City reasonable facilities for obtaining such information as may be necessary to keep them fully informed respecting progress and manner of work and character of materials. Observation of work shall not relieve the Contractor from any obligation to fulfill this Contract. The City Manager shall have authority to stop work whenever provisions of the Contract are not being complied with and the Contractor shall instruct his/her employees accordingly.

4.1.5 Duties, responsibilities and limitations of authority of City's Representative as set forth in the Contract shall not be restricted, modified or extended without written consent of the City and Contractor. Consent shall not be unreasonably withheld.

4.1.6 In case of termination of employment of the designated staff person, the City shall appoint a staff person whose status under the Contract shall be that of the former staff or higher, respectively.

## **4.2 ADMINISTRATION OF THE CONTRACT**

4.2.1 The City's Project representative will provide administration of the Contract as described in the Contract under the direction of the Parks and recreation Director, and will advise the City during construction, until all contractual obligations are completed and contract performed or terminated. The Representative will advise and consult with the City and will have authority as stated in the Contract, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The City's Project Representative will determine that the work is being performed in accordance with the requirements of the Contract, will keep the Parks and Recreation Director informed of the progress of the work, and will endeavor to guard the City against defects, deficiencies in the work and slow progress.

4.2.3 The City's Project Representative will provide for coordination of the activities of other Contractors and of the City's own forces with the work of the Contractor, who shall cooperate with them. The Contractor shall participate with other Contractors and the City in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and as required by the contract documents. The construction schedules, until subsequently revised, shall constitute the schedules to be used by the Contractor, other Contractors, and City.

4.2.4 The City's Project Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since

these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the work in accordance with the Contract. The City will not have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

4.2.5 The Contractor shall communicate directly with the City. Communications by and with Subcontractor's and material suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the City's Project Representative.

4.2.6 The Project Representative will review and certify the applications for payment by the Contractor. City staff will assemble the Contractor's application for payment into a project application and request for payment.

4.2.7 Based on the City's observations and evaluations of Contractor's applications for payment, the application will be processed. Final approval for payment rests with the City Manager.

### **4.3 CLAIMS AND DISPUTES**

4.3.1 Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "claim" also includes other disputes and matters in question, between the City and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim. An unresolved claim is an unresolved dispute.

4.3.2 Time Limits on Claims. Claims by either party must be made within 14 calendar days after occurrence of the event giving rise to such claim or within 14 days after the claimant first recognizes the condition giving rise to the claim, whichever is later. Claims must be made by written notice. An additional claim made after the initial claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.3 Continuing Contract Performance. Pending final resolution of a claim, answer on change order request, or unresolved dispute, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the work and contractual obligations and the City shall continue to make agreed upon payments in accordance with the Contract. (Also see 4.3.5)

4.3.4 Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract lump sum, written notice as provided herein shall be given before proceeding to execute the work as required. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph

9.3. If the Contractor believes additional cost is involved for reasons including but not limited to, (1) an order by the City to stop the work where the Contractor was not at fault, (2) a written order for a minor change in the work issued by the Representative, (3) failure of payment by the City, (4) termination of the Contract by the City, (5) or City's suspension of work, claims shall be filed in accordance with the procedure established herein.

#### 4.3.5 Claims for Additional Time.

4.3.5.1 If the Contractor wishes to make a claim for an extension in time to complete the Contract, written notice to the City, shall be given by the Contractor. The Contractor's claim shall include an estimate of probable effect of delay on progress of the work. In the case of a continuing delay only one claim is necessary.

4.3.5.2 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented in writing substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Payment for general condition items, overhead, and profit shall not be made for additional time granted for adverse weather conditions, vandalism, casualty loss and/or material availability. Contractor expressly waives any rights to such claims. Contractor must have provided required erosion control and access protection as a requirement to making claims for extension of time because of adverse weather conditions.

4.3.5.3 No claims for adverse weather conditions for weekends or holidays will be granted unless contractor specifically requested (in writing) permission to work and was granted such permission by the City. If rain is predicted when the request to work is received by the City, the request to work will be rejected, unless the work is inside and protected access is in place.

4.3.5.4 At no time shall the workload of material manufacturers be considered a reason to claim "inability to obtain materials" for purposes of requesting a time extension.

4.3.6 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 2 days after initial observance or notification. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### 4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The City will review claims and disputes, with the City Manager, and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the

parties indicating when they expect to take action, (3) recommend rejecting the claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the other party or (5) suggest a compromise. The City may, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

4.4.2 If a claim has been resolved, the City will notify the parties in writing of the resolution.

4.4.3 An unresolved claim is an unresolved dispute.

4.4.4 If a claim has not been resolved, the party making the claim shall, within ten days after the City's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested, (2) modify the initial claim, (3) notify the City that the initial Claim stands, or (4) withdraw the claim.

4.4.5 Contractor, in the event of any dispute or controversy with the City over any matter whatsoever, shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes.

4.4.6 The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records on all disputed work, claims and other disputed matters and submit same to City. Public Contract Code 20104 et. seq., shall govern the claim procedure.

4.4.7 In no event will the Contractor be allowed to reserve its rights to assert a claim for time extension, or any other type of claim, later than as required by paragraph 4.3.2 unless the City agrees in writing to allow such reservation.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.1 DEFINITIONS**

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site. The term "Subcontractor" is referred to throughout the Contract as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Contractors or Subcontractors of other Contractors. A Subcontractor shall be considered an employee of the Contractor and the Contractor shall be responsible for his/her work.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with

a Subcontractor to perform a portion of the work at the site. The term "Sub-subcontractor" is referred to throughout the Contract as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1 All contracts between the general Contractor and its subcontractors and suppliers shall include a provision that the subcontractors and suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the City by all terms and provisions of the Contract, and shall incorporate the contract by reference into all subcontracts. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of Subcontractor and of persons either directly or indirectly employed by Subcontractor, as he/she is for acts and omissions of persons directly employed by himself/herself. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the City.

5.2.2 Contractor will comply with the bidding requirements, and shall furnish in writing for review by the City, the names of persons or entities including those who are to furnish materials or equipment fabricated to a special design proposed for each principal portion of the work.

5.2.3 The City's consent to or approval of any Subcontractor under this Contract shall not in any way relieve the Contractor of his/her obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.

5.2.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not contract to any unlicensed or uninsured Subcontractor or supplier.

5.2.5 The Contractor shall not change a Subcontractor, person or entity previously approved if the City makes reasonable objection to such change. Substitution or addition shall be permitted only as authorized in Chapter 2 (commencing at Section 4100) Division 5, Title 1 of California Government Code.

## **5.3 SUBCONTRACTUAL RELATIONS**

5.3.1 Each subcontract agreement shall preserve and protect the rights of the City, under the Contract with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by this Contract, has against the City. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be

bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **5.4 MUTUAL RESPONSIBILITY**

5.4.1 The Contractor shall afford the City's own forces and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the City.

5.4.2 If part of the Contractor's work depends for proper execution or results upon construction or operations by the City's own forces or other Contractors, the Contractor shall, prior to proceeding with that portion of the work, promptly report to the City apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report these discrepancies and defects shall constitute an acknowledgment that the City's own forces or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's work.

5.4.3 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the City or other Contractors.

5.4.4 Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Paragraph 4.4.

#### **5.5 CITY'S RIGHT TO CLEAN UP**

5.5.1 If a dispute arises among the Contractor, other Contractors and the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and allocate the cost among those responsible as the City determines to be equitable.

### **ARTICLE 6**

#### **CHANGES IN THE WORK**

##### **6.1 CHANGES**

6.1.1 Changes in the work may be accomplished after execution of the Contract, and without invalidating the Contract, by change order, construction change directive or order for a minor change in the work, subject to the limitations stated in this Article 6 and elsewhere in the Contract.

6.1.2 A change order shall be based upon prior written agreement among the City, and Contractor; a construction change directive requires prior written agreement by the City and may or may not be agreed to by the Contractor; an order for a minor change in the work may be issued by the City. Final approval for all change orders rests with the City. The City Manager is the final approving authority.

6.1.3 Changes in the work shall be performed under applicable provisions of the Contract, and the Contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive or order for a minor change in the work.

6.1.4 Requests for changes and time extensions may be submitted in letter form with detailed backup and substantiated reasons attached. All requests submitted without detailed backup and substantiated reasons will be returned without action.

## **6.2 CHANGE ORDERS**

6.2.1 A change order is a written instrument prepared by the City and signed by the City and Contractor, stating their agreement upon all of the following:

1. a subsequent change in the work;
2. the amount of the adjustment in the Contract lump sum, if any; and
3. the extent of the adjustment in the Contract time, if any.

## **6.3 CONSTRUCTION CHANGE DIRECTIVES**

6.3.1 A construction change directive is a written order prepared and signed by the City, directing a change in the work and stating a proposed basis for adjustment, if any; in the Contract lump sum or Contract time, or both. The City may, by construction change directive, without breaching the contract, order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract lump sum and Contract time being adjusted accordingly, in accordance with provisions of the contract documents.

6.3.2 A construction change directive shall be used in the absence of total agreement on the terms of a change order or pending change order.

6.3.3 If the construction change directive provides for an adjustment to the Contract lump sum, the adjustment shall be based on one of the following methods, and in accordance with provisions of the contract documents:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract or subsequently agreed upon in writing;

3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. as provided in Subparagraph 6.3.6.

6.3.4 Upon receipt of a Construction change directive, the Contractor shall promptly proceed with the change in the work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction change directive for determining the proposed adjustment in the Contract lump sum or Contract time.

6.3.5 A Construction change directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract lump sum and Contract time or the method for determining them. Such agreement shall be executed as a change order.

6.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract lump sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase or decrease in the Contract lump sum, the pre-determined percentage for overhead and profit. In such case, the Contractor shall keep and present, in such form as the City may prescribe, an itemized account together with appropriate supporting data. Unless otherwise provided in the Contract, costs for the purposes of this Subparagraph 6.3.6 shall be limited to the following:

1. Costs of labor, including social security, and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
2. Costs of materials, supplies and equipment, including cost of delivery by supplier, whether incorporated or consumed;
3. Reasonable, competitive rental costs of equipment over \$75/day, exclusive of hand tools and contractor owned vehicles, whether rented from the Contractor or others;
4. Permit fees, and sales, use or similar taxes related to the work; as limited in the conditions of the Contract.

6.3.7 Pending final determination of cost to the City, amounts not in dispute may be included in applications for payment if a change order to that effect has been signed by the parties. The amount of credit to be allowed by the Contractor to the City for a deletion or change which results in a net decrease in the Contract lump sum shall be actual net cost as confirmed by the City. When both additions and credits covering

related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of increase, if any, with respect to that change.

6.3.8 If the City and Contractor agree with the determination concerning the adjustments in the Contract lump sum and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be recorded by preparation and execution of an appropriate change order. Change Orders do not become effective until executed by all parties.

6.3.9 If the City and Contractor do not agree on adjustments to the Contract lump sum or Contract time, then this shall be considered a dispute and shall be resolved pursuant to the provisions of Section 4.4 of these General Conditions.

## **ARTICLE 7**

### **TIME**

#### **7.1 DEFINITIONS**

7.1.1 Unless otherwise provided, time for performance is the number of calendar days and/or hours, including authorized adjustments, allotted in the Contract for substantial completion of the work.

7.1.2 The date of commencement of the work is the date stated in the Notice to Proceed issued by the City. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

7.1.3 The date the project is completed is the date so certified by the City.

7.1.4 The term "day" as used in the Contract shall mean calendar day unless otherwise specified.

#### **7.2 PROGRESS AND COMPLETION**

7.2.1 Time limits stated in the Contract are of the essence. By submitting the proposal, the Contractor confirms that the Contract time is a reasonable period for performing the work.

7.2.2 The Contractor shall not knowingly, except by prior consent or direction of the City in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract to be furnished by the Contractor. The date of commencement of the work shall not be changed by the effective date of such insurance. The date of commencement will be established by a notice to proceed given by the City.

### **7.3 DELAYS AND EXTENSION OF TIME**

7.3.1 Subject to provisions of the Project Manual, the Contractor may request a time extension to the contract. He/she may request an extension listing reasons for the delay and submitting substantiating evidence. If the City determines the request is reasonable, a change order may be issued for said time extension.

7.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3 and other appropriate sections of the contract documents.

## **ARTICLE 8**

### **PAYMENTS AND COMPLETION**

#### **8.1 CONTRACT LUMP SUM**

8.1.1 The Contract lump sum is stated in the Contract and, including authorized adjustments, is the maximum amount payable by the City to the Contractor for performance of the work under the Contract.

#### **8.2 APPLICATIONS FOR PAYMENT**

8.2.1 Contractor shall submit to the City an itemized application for payment for work completed in accordance with the schedule of values. The application will be supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 Amounts billed by subcontractor or supplier are not a measure of work completed.

8.2.3 The Contractor warrants that upon submittal of an application for payment all work for which recommendation for payment has been requested shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, material or equipment relating to the work. Copies of applicable releases should be submitted with the Contractor's invoice.

8.2.4 Payment shall be made pursuant to payment terms, payment schedule and requirements of the Contract.

8.2.5 Application for payment shall be submitted using the Contractor's own form of invoice.

8.2.6 Payment shall be made as a lump sum pursuant to the Contract provisions.

8.2.7 Substantial completion does not constitute approval for final payment nor final acceptance of the work.

8.2.8 Payment requests will be rejected due to lack of, or improper releases or other improper or incomplete documents required to be submitted with payment requests, as determined by the City.

8.2.9 For all payments made under this contract, there will be no separate "Certificate for Payment." The owner's issuance of a check constitutes a certificate of payment.

### **8.3 RECOMMENDATION FOR PAYMENT**

8.3.1 The Contractor will assemble a project invoice by certifying the amounts due and forwarding them to the Project Representative, along with all required releases and certified payroll documents.

8.3.2 Within ten (10) working days after receipt of the project application for payment, the City will either issue a recommendation for payment, for such amounts as the City determines is properly due, or notify the Contractor in writing of the reasons for withholding certification in whole or in part as provided in Subparagraph 8.4.1.

8.3.3 The issuance of a recommendation for payment will constitute representations made separately to the City, based on individual observations at the site and the data comprising the application for payment submitted by the Contractor, that the work has been completed and that, to the best of the City's knowledge, information and belief, the quality and quantity of the work conforms to the Contract. The foregoing representations are subject to an evaluation of the work for conformance with the Contract upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion and to specific qualifications expressed by the City. The issuance of a recommendation for payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the recommendation for payment will not be a representation that the City has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract lump sum.

### **8.4 DECISIONS TO WITHHOLD CERTIFICATION**

8.4.1 The City may decide not to certify payment and may withhold a recommendation for payment in whole or in part, to the extent reasonably necessary to protect the City, if in the City's opinion the representations to the City required by Subparagraph 8.3.3 cannot be made. If the City's Representative is unable to certify payment in the amount of the application, the City will notify the Contractor. If the Contractor and City cannot agree on a revised amount, the City will promptly issue a recommendation for payment

for the amount for which the City is able to make such representations. The City may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a recommendation for payment previously issued, to such extent as may be necessary to protect the City from loss because of, but not limited to, the following:

1. Defective work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Alleged failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract lump sum;
5. Damage to the City or another contractor or third party allegedly by Contractor, his/her agent or employee;
6. Reasonable evidence that the work will not be completed within the Contract time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Persistent failure to carry out the work in accordance with the Contract;
8. Re-testing of non-passing tests, reimbursement for inspections, overtime and minimum times not used;
9. Alleged breach of terms and conditions of Contract Documents;
10. Disputed items and issues;
11. Liquidated damages; or
12. Payments which may be past due and payable for just claims against Contractor or any Subcontractor for labor or materials furnished in and about the performance of work on the project under this Contract; and/or
13. Improper, incomplete or unacceptable documents, releases or back up materials.

8.4.2 When the above reasons for withholding certification are removed to the City's satisfaction, certification will be made for amounts previously withheld.

8.4.3 The City may apply such withheld amount or amounts to payment of such claims

or obligations at his/her discretion. In so doing, the City shall be deemed the agent of the Contractor and any payment so made by the City shall be considered as a payment made under Contract by the City to the Contractor and the City shall not be liable to the Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render the Contractor a proper accounting of such funds disbursed on behalf of the Contractor.

## **8.5 FINAL COMPLETION AND FINAL RETENTION PAYMENT**

8.5.1 Upon completion of the work, as specified in the Contract, the Contractor shall notify the City that the work is complete and request final inspection from the building and safety department. Contractor shall also forward to the City a Contractor's application for final retention payment. When the City finds the work to be acceptable under the Contract and the Contract fully performed, the City will approve the recordation of a Notice of Completion based on the recommendation that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the work has been completed in accordance with terms and conditions of the Contract.

8.5.2 In addition to the above, no final retention payment shall be paid until the Contractor submits to the City (1) final certified payroll; (2) release statements or waivers of liens from all subcontractors indicating that they have been paid for their portion of work on this job; and (3) a copy of the building permit showing final sign-off from the City inspector.

8.5.3 Once all documentation has been furnished, the Contractor will not receive payment of final retention until thirty (30) days have passed from the date the Notice of Completion records.

## **ARTICLE 9**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **9.1 SAFETY PRECAUTIONS AND PROGRAMS**

9.1.1 The Contractor shall be responsible for initiating maintaining and supervising all safety precautions and programs in connection with the performance of the Contract including, without limitation, safety, job meetings and training. The Contractor shall submit the Contractor's safety program to the City and coordinate with the safety programs of other Contractors. Contractor will furnish minutes of all safety meetings to the City.

9.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless by Contractor's remediation activities as required by this Contract, the Contractor shall immediately stop work in the area affected and report the condition to the City in writing.

The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.

9.1.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the City in writing. The City shall then proceed in the same manner described in Subparagraph 9.1.2.

## **9.2 SAFETY OF PERSONS AND PROPERTY**

9.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the job and other persons who may be affected thereby;
2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
4. Construction or operations by the City or other Contractors.

9.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

9.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

9.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

9.2.5 The Contractor shall promptly remedy damage and loss (whether or not insured under property insurance required by the Contract) to property referred to in

subparagraph 9.2.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, supplier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under subparagraph 9.2.1. This includes damage or loss caused by unknown persons or causes. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the indemnity sections of the Contract.

9.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

9.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger safety to persons or property.

### **9.3 EMERGENCIES**

9.3.1 In an emergency affecting safety of persons or property; the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## **ARTICLE 10**

### **INSURANCE**

#### **10.1 CONTRACTOR'S INSURANCE (See Bid Terms and Conditions for additional insurance requirements)**

10.1.1 The Contractor shall purchase from and maintain in a company or companies "admitted" by the State of California such insurance in accordance with Exhibit A of the Agreement documents for this project as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance required by Subparagraph 10.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages must be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until one (1) year after notice of completion records.

10.1.3 Certificates of Insurance acceptable to the City shall be submitted to the City prior to commencement of the work. Additional certificates evidencing continuation of

coverage after final payment shall be submitted with the final Application for Payment as required by Subparagraph 10.1.2.

10.1.4 All certificates must be original. An endorsement, the form of which is specified in the Agreement Documents, naming the City as additional insured must also be submitted before the Notice to Proceed will be issued. City will only accept the endorsement specified in the Agreement documents or an EXACT equivalent. If an EXACT equivalent is proposed, Contractor should submit proposed equivalent form to Project Representative prior to submitting bid to ensure that the equivalent form is acceptable.

10.1.5 The Contractor shall obtain all insurance coverage required by this section. Said insurance coverage is required in addition to all other insurance coverage required by other provisions of the Contract Documents. Contractor to pay all deductibles.

10.1.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Paragraph 10.1. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

**Technical Specifications  
For the Demolition of Structures and Appurtenances at  
236 Charles Street, Moorpark, California**

1. The City has obtained the services of a licensed laboratory to verify a presence or absence of asbestos containing materials (ACM) on the Property. Based on the licensed laboratories report, the property tested positive for a small amount of non-friable ACM. The pre-demolition survey report is attached to this bid document as Appendix 2, with estimated square footage removal amounts for reference. The Contractor is responsible for coordinating the hazardous materials remediation, including applicable permits and noticing requirements with Ventura County Air Pollution Control District (VCAPCD), on the property prior to commencement of demolition work. All ACM must be removed by a licensed asbestos abatement contractor using appropriate controls to prevent fiber emissions during the removal process. All asbestos abatement work must be monitored by a Certified Asbestos Consultant (CAC) or a Certified Site Surveillance Technician (CSST) working under the supervision of a CAC, when required. This should include area monitoring and final air clearance testing upon conclusion of field work to ensure compliance with the EPA's recommended clearance level. If a Contractor proposes to perform this work with their own forces, proof of the Contractor's valid DOSH registration number must be submitted with the bid documents. If the Contractor does not have a valid DOSH registration number for Asbestos removal, a subcontractor must be listed to perform this work. Failure to comply with either of these requirements, may lead to the bid being rejected as non-responsive.

2. Demolish and remove the structures, trash, debris, landscaping, shrubs, organic material, large boulders, bricks, blocks, and miscellaneous abandoned items, inside of the property lines at 236 Charles Street, including all concrete driveways, walkways etc. Raised foundation walls are to be removed or cut so as to be at or below grade. Large trees that pose no hindrance to demolition activities are to remain. Trim all other trees located within and that extend into the property at the property line if applicable. Property is to be graded toward the center to encourage water runoff to remain onsite. **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.**

3. The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance requiring all demolition and city-sponsored projects, regardless of cost; new construction projects valued over \$500,000; or renovation projects valued over \$100,000 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 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 805-517-6257 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

4. 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.

5. 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.

6. Perimeter fencing on the east and south sides of the property is to remain. Contractor is to remove the existing decorative masonry fencing at the front of the property and replace with a new 6 foot chainlink fence across the width of the property connecting to the adjacent property fence. The fence on the west side between the adjacent property and 236 Charles Street is to be removed.

7. 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.

8. 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, 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 3.)

9. 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.

10. 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.

11. 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.

12. No blasting will be permitted and burning of rubbish at the site is not allowed.

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

14. 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 contract, Contractor shall immediately stop work in the affected area and report the condition to the City's Representative in writing.

15. 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.

16. 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 Superintendents acts. The Superintendent shall represent the Contractor; communications given to the Superintendent shall be binding on the Contractor.

17. 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.

18. It is Contractor's responsibility to comply with all applicable storm water and urban runoff permits, regulations, codes or laws. Upon approval of the contract and prior to the start of the job, Contractor will be responsible for filling out and complying with the SWPCP in the form attached as Appendix 1. If there are questions, Contractor may contact the NPDES Coordinator in the Public Works Department at 805-517-6248.

APPENDIX – 1  
CITY OF MOORPARK  
SWPPP FORM FOR DEMOLITION

**City of Moorpark**  
**Stormwater Pollution Control Plan**  
Less Than One Acre\*

SWPCP No. \_\_\_\_\_  
(City Engineer/Public Works Director will assign # upon first review of SWPCP)

Project is (circle one):            Public<sup>1</sup>            Private

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

Capital Improvement Project No.:<sup>2</sup> \_\_\_\_\_

Project Contractor Responsible for  
SWPCP Implementation: \_\_\_\_\_

Name/Phone Number

Construction Start Date: \_\_\_\_\_

Construction Completion Date: \_\_\_\_\_

SWPCP Prepared by:

Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_

\*This SWPCP is required for all projects that **disturb less than one acre of soil**. If the project **disturbs one or more acres of soil**, it is subject to the State General Construction NPDES Permit and related SWPPP (see p. 68 of Ventura County Municipal Stormwater Permit, Order R4-2010-0108).

One Acre equals 43,560 square feet.

<sup>1</sup> Public refers to the City of Moorpark, not other public agencies.

<sup>2</sup> A CIP number is assigned to Public projects administered by the City of Moorpark.

## **REQUIREMENTS FOR A STORMWATER POLLUTION CONTROL PLAN**

Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, contractors of projects with construction activities shall prepare and submit a Stormwater Pollution Control Plan (SWPCP), on the form provided herein, for the review and approval of the City Engineer/Public Works Director or his designee.

The purpose of the SWPCP is to identify potential pollutant sources that may affect the quality of discharges and to design the use and placement of Best Management Practices (BMPs) to effectively prohibit the entry of pollutants from the construction site into the storm drain system during construction. Erosion and sediment source control BMPs should be considered for both active and inactive (previously disturbed) construction areas. BMPs for wind erosion and dust control are also included. The SWPCP may require modification as the project progresses and as conditions warrant.

The SWPCP shall be developed and implemented in accordance with the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS004002 (Order R4-2010-0108), and any other requirements established by the City of Moorpark.

The applicant/owner is responsible for ensuring that all project contractors and subcontractors implement all applicable BMPs.

Page 9 of the SWPCP template addresses requirements for BMPS/control measures to treat post-construction stormwater runoff under the Ventura County Stormwater Quality Urban Impact Mitigation Plan (SQUIMP). To see if this project qualifies for SQUIMP, please call the City of Moorpark City Engineer/Public Works Director at 805-517-6285 or [dklotzle@ci.moorpark.ca.us](mailto:dklotzle@ci.moorpark.ca.us).

# STORMWATER POLLUTION CONTROL PLAN

## Definitions:

SWPCP- Stormwater Pollution Control Plan

BMP - Best Management Practice

The SWPCP and BMP references are from the California BMP Handbook, Construction, January 2003; and the Caltrans Stormwater Quality Handbook – Construction Site BMP Manual, March 2003.

## Responsible Party Information

Project Owner/Developer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

## Contractor Information

Contractor : \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor's Authorized

Representative: \_\_\_\_\_

Phone: \_\_\_\_\_

Estimated Construction Start Date: \_\_\_\_\_

Estimated Construction Completion

Date: \_\_\_\_\_

## **Site Map Requirements**

In addition to proposed construction plans, provide the following information, *if applicable*.

- Parcel Size = \_\_\_\_\_ square feet (one acre equals 43,560 square feet).  
Note: Before a grading permit is issued, the City of Moorpark will require proof of receipt of a Notice of Intent for the State National Pollutant Discharge Elimination System General Construction Permit for all construction projects that have a parcel size of one acre or more or that are less than one acre but the site is part of a larger common area of development or sale.
- Boundary of construction site: construction area = \_\_\_\_\_ square feet.
- Existing paved areas and buildings.
- Areas of existing vegetation to be protected/preserved.
- Areas where it is known that toxic materials have been stored, disposed, spilled, or leaked onto the construction site.
- Affected water courses, lakes, wetlands, springs, and wells.
- Watershed boundary of offsite areas that drain into construction site.
- Boundary of drainage area where stormwater leaves property.
- Areas of soil disturbance and locations of potential soil erosion areas requiring BMPs during construction.
- Areas of cut and fill.
- Drainage patterns and slopes anticipated after major grading activities.
- Locations of existing storm drain facilities.  
Types and locations of stormwater structures, controls, and/or BMPs that will be built/utilized to control stormwater pollution during construction. Provide a brief description of BMPs selected and, if appropriate, attach modified fact sheets or additional information.
- Construction and erosion control material storage areas.
- Temporary stockpile and construction waste storage areas.
- Construction vehicle storage and service areas.

The above information should be updated as needed to meet evolving construction conditions.

### Inventory of Contractor's Activities and Special Conditions

1. Describe construction materials, equipment, and vehicles that will be used onsite.
2. Describe the existing soil and source description of fill material (reference or attach soils report).
3. Provide a description of special site conditions that may contribute pollutants to all discharges and how they are to be controlled.
4. Describe stormwater structures/controls on the site prior to construction and how these structures/controls will be integrated into the SWPCP to reduce sediment and other pollutants in all discharges.
5. Provide the sequence for implementation or installation or proposed BMPs.
6. List waters, other than stormwater, which will flow from the site during dry weather, the approximate amount of flow, and methods for preventing or treating these dry weather flows.
7. **Hillside or Construction Discharging Directly to Sediment Impaired Waterbody** – Contractor shall implement enhanced BMPs on sites located on a hillside (contains slopes that are 20% or greater) or that discharge directly to the Arroyo Simi. For a list of enhanced BMPs see Table 9 in Part 4.F.4 in the Ventura County Municipal Stormwater Permit (Order No. R4-2010-0057). The Permit may be obtained online or by request from the Public Works Senior Management Analyst (skroes@ci.moorpark.ca.us). In addition to enhanced BMPs, these types of sites must be inspected by a qualified SWPPP Developer at least weekly during the wet season and once each 24 hour period during a storm event that generates runoff from the site to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

Attach sheets if additional space is required.

*Monitoring, Inspection, and Maintenance Requirements*

1. Implement maintenance/repair efforts to ensure that the required BMPs are in good and effective condition. (A maintenance/repair plan is attached?  Yes  No)
2. Before start of construction and during contract annually train all site personnel responsible for installing, inspecting, and maintaining BMPs: (Training program/material attached?  Yes  No) Document training on Attachment 2. **Contractor must forward copy of training record to the City Engineer/Public Works Director.**
3. Keep records and document on Inspection form (Attachment 1):
  - annual inspection
  - pre-storm inspection
  - post-storm inspection

*Best Management Practices - BMPs*

Complete the following charts. The BMPs listed may be used if applicable or adequate. Additional BMPs may apply. Please do not attach the BMP Fact Sheets referenced from the CASQA or Caltrans BMP Handbooks to the City's copy of the SWPCP; however, the BMP Fact Sheets must be attached to the SWPCP that is kept at the construction site. BMPs can be downloaded from the CASQA website [www.casqa.org](http://www.casqa.org) or Caltrans website <http://www.caltrans.ca.gov>.

CASQA or Caltrans BMPs Selected – Noted by Ref. ID from the BMP Handbooks		Use BMP		(If no, state reason)
		Yes	No	
<b>Erosion Control BMPs</b>				
EC-1 or SS-1	Scheduling			
EC-2 or SS-2	Preservation of Existing Vegetation			
<b>Sediment Control BMPs</b>				
SE-1 or SC-1	Silt Fence			
SE-8 or SC-8	Sandbag Barrier			
TC-1	Stabilized Construction Entrance/Exit			
<b>Non-Stormwater Management</b>				
NS-1	Water Conservation Practices			
NS-2	Dewatering Operations			
<b>Waste Management</b>				
WM-1	Material Delivery & Storage			
WM-3	Stockpile Management			
WM-4	Spill Prevention & Control			
WM-5	Solid Waste Management			
WM-8	Concrete Waste Management			
WM-9	Sanitary/Septic Waste Mgmt.			
<b>Additional BMPs Selected</b>				
	Hillside (20%> slope) or Direct Discharge to Arroyo Simi			If applicable, apply Table 9 from Order No. R4-2010-0108

**See Attachment 3 for BMPs required for roadbed or street paving, repaving, patching, digouts, or resurfacing roadbed surfaces.**

<b>**POST CONSTRUCTION TREATMENT CONTROL BMPs – Land Based Treatment</b>				
<b>BMPs below are from VC Technical Guidance Manual for Stormwater Treatment</b>				
		<b>Yes</b>	<b>No</b>	<b>Reason for Rejection</b>
<b>Post Construction Treatment Control BMPs - Infiltration</b>				
T-10* TC-10	Infiltration Trench			
T-9* TC-11	Infiltration Basin			
TC-12	Retention/Irrigation			
<b>Post Construction Treatment Control BMPs – Detention &amp; Settling</b>				
T-4* TC-20	Wet Detention Basin			
T-5* TC-21	Constructed Wetland Basin			
T-3* TC-22	Extended Detention Basin			
<b>Post Construction Treatment Control BMPs – Biofiltration</b>				
T-2* TC-30	Grass Swale Filter Vegetated Swale			
T-1* TC-31	Grass Strip Filter Vegetated Buffer Strip			
T-7* & T-8* TC-32	Porous Landscape or Pavement Detention Bioretention			
<b>Post Construction Treatment Control BMPs – Filtration</b>				
T-11* MP-40	Media Filter Media Filter (Proprietary)			
T-6* TC-40	Sand Filter Media Filter			
<b>Post Construction Treatment Control BMPs – Proprietary Devices</b>				
Proprietary devices will only be considered after standard treatment control measures in the Tech. Manual (T-1 – T-11) have been rejected. The alternative measure must be suitable for the specific land use and pollutant to be removed. Please see p. 5-120 of the Technical Guidance Manual.				
TC-50	Water Quality Inlet			
MP-50	Wet Vault (Proprietary)			
MP-51	Vortex Separator (Proprietary)			
MP-52	Drain Inserts (Proprietary)			
<b>Post Construction Treatment Control BMPs – Other</b>				
TC-60	Multiple Systems			
* These are devices listed in the VC Tech Manual which the developer should consider first before considering the devices in CA BMP Handbook. Refer to SQUIMP requirements, available at <a href="http://www.vcstormwater.org">www.vcstormwater.org</a> for applicability of post-construction stormwater runoff treatment measures. This list will be updated upon adoption of the VC Municipal SW Permit Order 10-0108 Tech Manual.				

**CERTIFICATION**

*Contractor*

As the Contractor of record, I have selected appropriate BMPs to effectively minimize the negative impacts of this project's construction activities on stormwater quality. The project owner is aware that the selected BMPs must be installed, monitored, and maintained to ensure their effectiveness. The BMPs not selected for implementation are redundant or deemed not applicable to the proposed construction activity.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Owner/Developer:**

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system or those persons directly responsible for gathering the information, the information submitted is true, accurate, and complete. I am aware that submitting false and/or inaccurate information, failing to update the SWPCP to reflect current conditions, or failing to properly and/or adequately implement the SWPCP may result in revocation of grading and/or other permits or other sanctions provided by law.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**REVIEWED BY CITY:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance or approval of this Stormwater Pollution Control Plan in no way precludes the authority of the agency to require modification to the plan as conditions warrant nor does the agency take responsibility for performance of BMPs provided for in the plan.

## ATTACHMENT 1 TO SWPCP CONSTRUCTION SITE INSPECTION CHECKLIST

Contractor shall complete this checklist and keep a copy with the SWPCP a minimum of:

- Monthly during nonrainy season (April 16 through September 30)
- Weekly during rainy season (Oct. 1 through April 15)
- Before, during and after a significant rain event (.25" or greater)
- All hillside sites or sites that directly discharge to Arroyo Simi must be inspected by a qualified SWPPP Developer at least weekly during the wet season and once each 24 hour period during a storm event that generates runoff from the site to identify BMPs that need maintenance to operate effectively, that have failed or could fail to operate as intended.

**DATE OF INSPECTION:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Weather Conditions during inspection:** \_\_\_\_\_

	Item	Compliance Accomplished			Date Completed
		YES	NO	N/A	
1	Is the site entrance stabilization adequate?				
2	Are equipment/vehicles parked in designated areas and free from significant leaks? Are drip pans present as needed?				
3	Are maintenance areas free from stains on the soil?				
4	Are all materials stored in bins or covered in plastic and protected from stormwater?				
5	Is construction waste being disposed of in proper trash containers?				
6	Are concrete washout stations present and being utilized and maintained?				
7	Is fugitive dust being controlled and water being used as needed?				
8	Are catch basins, drainage channels, drain inlets/outlets being protected?				
9	Are erosion control measures (BMPs) identified in SWPCP in place and effective?				
10	Are sediment control measures (BMPs) identified in SWPCP in place and effective?				
11	If applicable, are enhanced BMPs identified in #7 on p. 5 of SWPCP being implemented as appropriate?				

Comments: \_\_\_\_\_

I certify under penalty of law that this inspection is true, and I or a qualified assigned person has performed the required inspection as stated in the SWPCP.

\_\_\_\_\_  
Inspector Signature

\_\_\_\_\_  
Contractor Signature

**ATTACHMENT 2 TO SWPCP  
TRAINED CONTRACTOR PERSONNEL LOG**

**Employees and subcontractors must be trained on the SWPCP prior to start of construction and annually thereafter. Contractor shall keep original training logs in the SWPCP and forward a copy to the City Engineer/Public Works Director.**

***Stormwater Management Training Log***

Project Name: \_\_\_\_\_

Project Number/Location: \_\_\_\_\_

Stormwater Management Topic: (check as appropriate)

- |  |   |
|--|---|
| <input type="checkbox"/> Erosion Control           | <input type="checkbox"/> Sediment Control                                 |
| <input type="checkbox"/> Wind Erosion Control      | <input type="checkbox"/> Tracking Control                                 |
| <input type="checkbox"/> Non-stormwater management | <input type="checkbox"/> Waste Management and Materials Pollution Control |
| <input type="checkbox"/> Stormwater Sampling       |   |

Specific Training Objective: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

Instructor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Course Length (hours): \_\_\_\_\_

***Attendee Roster (attach additional forms if necessary)***

Name	Company	Phone

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

### **ATTACHMENT 3 TO SWPCP ROADWAY PAVING OR REPAVING OPERATIONS**

A project that includes roadbed or street paving, repaving, patching, digouts, or resurfacing roadbed surfaces shall include the following BMPs.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions.
2. Install sand bags or gravel bags and filter fabric at all susceptible storm drain inlets and at manholes to prevent spills of paving products and tack coat.
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or receiving waters.
4. Minimize non storm water runoff from water use for the roller and for evaporative cooling of the asphalt.
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly.
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled or disposed of properly.
7. Collect solid waste by vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled or disposed of properly.
8. Cover the "cold-mix" asphalt (i.e. pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm.
9. Cover loads with tarp before haul-off to a storage site, and do not overload trucks.
10. Minimize airborne dust by using water spray during grinding.
11. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grinding materials or rubble in or near storm water drainage system or receiving waters.
12. Protect stockpiles with a cover or sediment barriers during a rain.

## APPENDIX-2

# PRE-DEMOLITION ASBESTOS SURVEY REPORT

236 Charles Street



July 1, 2013

Ms. Jessica Sandifer  
City of Moorpark, Community Development Department  
799 Moorpark Avenue  
Moorpark, CA 93021

**Subject: Pre-Demolition Asbestos Survey**  
236 Charles Street  
Moorpark, CA 93021  
*FCG Job Code: City of Moorpark RDA-27*

Dear Ms. Sandifer:

FCG Environmental (FCG) performed a pre-demolition asbestos survey at the subject property located at 65 First Street in Moorpark, California. The investigation was performed on June 7, 2012 by William Miller, a California Certified Site Surveillance Technician (No. 07-4160); under the supervision of Alan Forbess, a CA Certified Asbestos Consultant (#94-1549). This report documents the findings of our survey, which was conducted to identify asbestos containing materials prior to site demolition activities.

## 1.0 Background Information / Scope of Project

**Background:** The subject site includes an 800 square foot home with an unpermitted addition (square footage unknown). The original structure was reportedly built in 1923. The structure will be demolished as part of a site renovation project. FCG was asked to perform a survey of suspect building materials to identify asbestos containing materials prior to demolition activities in accordance with federal, state and local regulations.

**Scope of Project:** The following services were conducted in order to identify hazardous materials issues at the subject site:

- A visual inspection of representative building materials and components was conducted to identify suspect asbestos containing materials.
- Bulk samples were collected from suspect asbestos containing materials for submittal to a qualified laboratory for analysis. All bulk samples were analyzed by Forensic Analytical, a state-certified laboratory located in Rancho Dominguez, CA. All samples were analyzed by polarized light microscopy (PLM) methods to document the asbestos content in each material. Please see the attached laboratory analytical data for more information.
- All field observations, laboratory analytical data, and other findings have been evaluated, with this written report summarizing our findings and providing recommendations as necessary.

## 2.0 Asbestos Survey Findings

The subject site home is a single-story, wood-framed structure with stucco exterior and a pitched roof covered with composite shingles. Interior finishes within the main structure include drywall walls and ceilings and vinyl sheet flooring. No thermal system insulation (TSI) was noted at the subject site. The detached shed has composite shingle roofing.

**Suspect Materials:** After a visual inspection of relevant materials at the subject site was completed, the following suspect asbestos materials were noted:

- Drywall with joint compound
- Drywall with texture surfacing
- Vinyl sheet flooring
- Exterior stucco
- Roofing layers (main house, addition, porch and shed)
- Roofing penetration mastic (main structure)
- Patching mastic (main structure)
- Exterior window putty (shed)

**Bulk Sampling Results:** On June 7, 2013, FCG collected 29 bulk samples from suspect asbestos containing materials from the subject site buildings. Samples were forwarded to Forensic Analytical, a state-certified asbestos laboratory located in Rancho Dominguez, CA. All samples were analyzed by Polarized Light Microscopy (PLM) using EPA Method 600/R-93-116, Visual Area Estimation.

Table 1 below provides a summary of those materials which tested positive for asbestos based on laboratory analytical data from collected samples. Please refer to the Attachments for a complete copy of the laboratory analytical results.

**Table 1: List of Identified Asbestos Containing Materials (ACM)**

Sample Numbers	Asbestos Containing Material	Location	% Asbestos (Chrysotile)	Friability & Condition
25	Penetration Mastic	Roof (~15 sf)	Black Tar Mastic = 3%	Category I, Non-friable Material in fair condition
26	Patching Mastic (Seam)	Roof (~15 sf)	Black Tar Mastic = 3%	Category I, Non-friable Material in fair condition
29	Window Putty	Shed Window (~4 lf)	Grey Putty = 2%	Category I, Non-friable Material in poor condition

*All other suspect materials sampled at this site tested negative for asbestos. Please refer to the attached laboratory analytical data and field notes for more details. Please see the section below for definitions of friability, material class, and other terms used in this table.*

### Notes on Tables and Assessment Terms

- Asbestos containing material (ACM): Federal and County APCD regulations define ACM as any material or product that contains more than 1% asbestos. State regulations define ACM as any material with greater than 0.1% asbestos by weight.
- Asbestos renovation: Defined by NESHAPS as the removal of more than 160 square feet or 260 linear feet of ACM. OSHA requires registration of all contractors removing more than 100 sq. ft. on any project.
- Friable ACM: any ACM that when dry can be crumbled, pulverized, or reduced to powder by normal hand pressure.
- Non-friable ACM: any ACM that **cannot** be reduced to powder by normal hand pressure.
- Category I non-friable ACM: asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products. (typically pliable materials, including sealants and mastics)
- Category II non-friable ACM: any other ACM that when dry **cannot** be reduced to powder by hand pressure. (typically non-pliable/cementitious materials)
- Regulated Asbestos Containing Material (RACM): any *friable* ACM that will be removed during a renovation of a regulated structure. ACM that will become friable due to the removal technique is also regulated. Note: while linoleum flooring is considered Category II ACM while managed in place, removal *always* renders it friable.
- Presumed Asbestos Containing Materials (PACM): This designation is for those materials which are normally asbestos containing but were not sampled due to access issues or potential for irreparable damage. This typically includes transite (asbestos cement) piping or sheeting, or HVAC insulation materials in walls, under floors, etc. where destructive testing is not recommended. Regulations allow asbestos inspectors to "presume" that these materials contain asbestos without laboratory data based on the inspector's experience and knowledge of building materials.
- Trace (<1%) Asbestos: Federal and local APCD regulations define an asbestos containing material (ACM) as any compound with greater than 1% asbestos. The State of California through Cal-OSHA regulation further defines an asbestos containing material as any compound which meets or exceeds a concentration of 0.1% asbestos by weight. This definition is primarily for worker and occupant protection during disturbance work. The polarized light microscopy (PLM) method does not quantify the concentration asbestos in bulk samples at levels of less than 1%. Furthermore, PLM methodology will include all fibers with a similar aspect ratio (3:1) to asbestos fibers, and therefore may count non-asbestos fibers as part of the overall total. PLM analytical methods must report a "trace" amount where fibers are noted in concentrations of less than 1% of the total. Further analysis by more quantitative methods such as "Point Count" or transmission electron microscopy (TEM) are required to quantify the actual concentration of asbestos in "trace" PLM sample results.

Summary: Our survey identified Asbestos Containing Materials (ACM) in the form of roofing mastics at the main house on site and window putty at the shed. These materials may require abatement or special handling prior to demolition activities. Please see the Conclusions & Recommendations (Section 4.0) below for further discussion regarding the abatement and handling of asbestos.

### **3.0 Conclusions & Recommendations**

An asbestos survey at the subject site has been completed per the terms of our agreement to define asbestos containing material issues. Based on our visual observations and our evaluation of analytical data, we conclude the following:

- The following asbestos containing materials (>1%) were identified at the subject site:

- *Penetration and patching mastics, located on the roof of the main structure (3% chrysotile). These materials are considered a Category I, Non-friable material in fair condition. There is approximately 15 sq. ft. total of these mastics, which are used to seal around various vents, piping or other penetrations on the roof and along the roofing seam.*
- *Window putty, located at the shed (2% chrysotile). This material is considered a Category I, Non-friable material in poor condition. There is approximately 4 linear feet of this putty, located on one window.*
- Penetration and patching mastic materials should be removed prior to demolition of the structure.
- All asbestos containing materials must be managed in accordance with federal and state regulations. Disturbance activities should be performed only by properly trained abatement contractors using appropriate controls to prevent fiber emissions during the removal process. This may include the use of wet methods (water mist) and other engineering controls to keep fibers from being dispersed.
- We recommend either removal of the shed window intact to avoid disturbance of the asbestos putty, or demolishing in-place using water spray to prevent fiber emissions. If the window can be removed intact without disturbing the putty, this work may be performed by normal contracting personnel.
- Workers performing removal should be properly protected to prevent exposure, including the use of respiratory protection with HEPA filtration. Asbestos containing waste materials should be properly contained and transported for off-site disposal at a properly permitted facility.
- The local enforcement agency for asbestos removal and demolition projects in Ventura County is the Air Pollution Control District (APCD). They require notification for removal of regulated asbestos containing materials (RACM) above 100 sq. ft., and for all building demolition work within the County. This survey report should be submitted along with any required notification forms, permits and fees required by County agencies. The local Building Department may also require notification and survey information prior to issuing a demolition permit. We recommend that you contact the APCD and local Building Departments directly for further information regarding permitting and regulatory requirements.
- The contractor conducting abatement work is responsible for complying with local, state and federal standards for worker protection and NESHAPS regulations regarding asbestos fiber emissions. Proper removal techniques must be followed to prevent the dissemination of asbestos fibers. Notification and permitting is typically the responsibility of the abatement contractor and/or property owner. If you would like assistance regarding these matters or would like the names of qualified contractors in your area, please feel free to contact FCG at (805) 646-1995.

**General:**

- As our survey was limited to readily accessible areas, there is potential that suspect materials previously unidentified could be discovered during site renovation work. This could include suspect materials located inside walls, under floors, above ceilings, etc. If suspect materials are found during site work, the area should be isolated and any suspect materials tested to confirm or deny the presence of asbestos, lead or other hazards.

### Limitations Statement

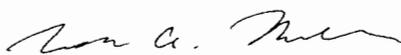
The data compiled and evaluated as part of this assessment was limited and may not represent all conditions at the subject site. Asbestos was widely used until the late 1970's in thousands of building materials (i.e. joint compound, wallboard, thermal system insulation (TSI), acoustical ceiling, roofing material, etc.), making it difficult to locate all areas of ACM usage. This assessment reflects the data collected from the specific locations tested to identify Asbestos Containing Materials (ACM) in those locations and may not be all encompassing. There is always potential for asbestos containing materials to be missed due to problems with accessibility, and the broad variety of uses. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection and in no way reflect the conditions at the property after the date of the inspection. All data collection, findings, conclusions and recommendations presented by FCG within this report are based upon limited data using current standard practices accepted within the industry. The conclusions and recommendations presented within this report are based on current regulations and the professional experience of the certified professionals involved in this project.

The data collected during this assessment and any resulting recommendations shall be used only by the client for the site described in this report. Any use or reliance of this report by a third party, including any of its information or recommendations, without the explicit authorization of the client shall be strictly at the risk of the third party.

It should not be misconstrued that this assessment has identified any or all environmental conditions at the subject site. FCG makes no representations regarding the accuracy of the enclosed data and will not be held responsible for any incidental or consequential loss or punitive damages including but not limited to, loss of profits or revenues, loss of use of a facility or land, delay in construction or action of regulatory agencies.

If you have any questions or concerns regarding the information provided, please do not hesitate to call us at 805.646.1995.

### FCG Environmental



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Prepared by:  
William A. Miller, Staff Professional  
CA Certified Site Surveillance Technician  
CSST #07-4160



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Prepared and Reviewed by:  
Alan Forbess, Principal Consultant  
CA Certified Asbestos Consultant #94-1549

Attachments: 1 - Forensic Analytical Lab Report and FCG Bulk Sample Field Log  
2 - FCG Inspector Certification

## **Attachment 1**

Laboratory Analytical Results  
Asbestos Bulk Sample Log Sheets



# Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

FCG Environmental  
Alan Forbess  
1009 Mercer Avenue  
  
Ojai, CA 93023

Client ID: 7238  
Report Number: B178290  
Date Received: 06/10/13  
Date Analyzed: 06/11/13  
Date Printed: 06/11/13  
First Reported: 06/11/13

Job ID/Site: City of Moorpark-27; 236 Charles St., Moorpark

FALI Job ID: 7238

Date(s) Collected: 06/07/2013

Total Samples Submitted: 29

Total Samples Analyzed: 29

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1	50805684						
		Layer: White Drywall	ND				
		Layer: Off-White Skimcoat/Joint Compound	ND				
		Layer: Paint	ND				
		<b>Total Composite Values of Fibrous Components:</b>		<b>Asbestos (ND)</b>			
		Cellulose (20%)		Fibrous Glass (5%)			
2	50805685						
		Layer: White Drywall	ND				
		Layer: Drywall Tape	ND				
		Layer: Off-White Skimcoat/Joint Compounds	ND				
		Layer: Paint	ND				
		<b>Total Composite Values of Fibrous Components:</b>		<b>Asbestos (ND)</b>			
		Cellulose (20%)		Fibrous Glass (Trace)			
3	50805686						
		Layer: White Drywall	ND				
		Layer: Drywall Tape	ND				
		Layer: Off-White Skimcoat/Joint Compounds	ND				
		Layer: Paint	ND				
		<b>Total Composite Values of Fibrous Components:</b>		<b>Asbestos (ND)</b>			
		Cellulose (20%)		Fibrous Glass (Trace)			
4	50805687						
		Layer: White Drywall	ND				
		Layer: White Texture	ND				
		Layer: Paint	ND				
		<b>Total Composite Values of Fibrous Components:</b>		<b>Asbestos (ND)</b>			
		Cellulose (15%)		Fibrous Glass (Trace)			
5	50805688						
		Layer: White Drywall	ND				
		Layer: White Texture	ND				
		Layer: Paint	ND				
		<b>Total Composite Values of Fibrous Components:</b>		<b>Asbestos (ND)</b>			
		Cellulose (15%)		Fibrous Glass (Trace)			

Report Number: B178290

Date Printed: 06/11/13

Client Name: FCG Environmental

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
6	50805689						
		Layer: White Drywall			ND		
		Layer: White Texture			ND		
		Layer: Paint			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (15%)	Fibrous Glass (Trace)				
7	50805690						
		Layer: Tan Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
8	50805691						
		Layer: Tan Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
9	50805692						
		Layer: Tan Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
10	50805693						
		Layer: Off-White Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Layer: Black Mastic			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
11	50805694						
		Layer: Off-White Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Layer: Black Mastic			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
12	50805695						
		Layer: Off-White Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Layer: Black Mastic			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
13	50805696						
		Layer: Brown Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					

Client Name: FCG Environmental

Report Number: B178290

Date Printed: 06/11/13

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
14	50805697						
		Layer: Brown Sheet Flooring			ND		
		Layer: Fibrous Backing			ND		
		Layer: Red-Brown Non-Fibrous Material			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (75%)					
15	50805698						
		Layer: White Drywall			ND		
		Layer: Drywall Tape			ND		
		Layer: Off-White Skimcoat/Joint Compounds			ND		
		Layer: Off-White Plaster			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (25%)		Fibrous Glass (Trace)			
16	50805699						
		Layer: Grey Cementitious Materials			ND		
		Layer: Light Grey Cementitious Material			ND		
		Layer: Paint			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (Trace)					
17	50805700						
		Layer: Grey Cementitious Material			ND		
		Layer: Light Grey Cementitious Material			ND		
		Layer: Paint			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (Trace)					
18	50805701						
		Layer: Light Grey Cementitious Material			ND		
		Layer: Grey Cementitious Material			ND		
		Layer: Light Grey Cementitious Material			ND		
		Layer: Paint			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (Trace)					
19	50805702						
		Layer: Grey Roof Shingle			ND		
		Layer: Dark Grey Roof Shingle			ND		
		Layer: Black Tar			ND		
		Layer: Black Felt			ND		
		Total Composite Values of Fibrous Components:		Asbestos (ND)			
		Cellulose (15%)		Fibrous Glass (40%)			

Client Name: FCG Environmental

Report Number: B178290

Date Printed: 06/11/13

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
20	50805703						
		Layer: Grey Roof Shingle	ND				
		Layer: Dark Grey Roof Shingle	ND				
		Layer: Black Tar	ND				
		Layer: Black Felt	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (ND)</b>				
		Cellulose (15%)	Fibrous Glass (40%)				
21	50805704						
		Layer: Grey Roof Shingle	ND				
		Layer: Dark Grey Roof Shingle	ND				
		Layer: Black Tar	ND				
		Layer: Black Felt	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (ND)</b>				
		Cellulose (15%)	Fibrous Glass (40%)				
22	50805705						
		Layer: Grey Roof Shingle	ND				
		Layer: Dark Grey Roof Shingle	ND				
		Layer: 3 Black Tars	ND				
		Layer: 3 Black Felts	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (ND)</b>				
		Cellulose (15%)	Fibrous Glass (40%)				
23	50805706						
		Layer: Grey Roof Shingle	ND				
		Layer: Dark Grey Roof Shingle	ND				
		Layer: 2 Black Tars	ND				
		Layer: 2 Black Felts	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (ND)</b>				
		Cellulose (15%)	Fibrous Glass (40%)				
24	50805707						
		Layer: Grey Roof Shingle	ND				
		Layer: 2 Black Tars	ND				
		Layer: 2 Black Felts	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (ND)</b>				
		Cellulose (50%)	Fibrous Glass (20%)				
25	50805708						
		Layer: Black Semi-Fibrous Tar	Chrysotile	3%			
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (3%)</b>				
		Cellulose (Trace)					
26	50805709						
		Layer: Black Semi-Fibrous Tar	Chrysotile	3%			
		Layer: Stones	ND				
		<b>Total Composite Values of Fibrous Components:</b>	<b>Asbestos (3%)</b>				
		Cellulose (Trace)					

Client Name: FCG Environmental

Report Number: B178290

Date Printed: 06/11/13

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
27	50805710						
Layer: Grey Roof Shingle			ND				
Layer: Black Tar			ND				
Layer: Black Felt			ND				
Layer: Wood			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (25 %)	Fibrous Glass (30 %)						
28	50805711						
Layer: Grey Roof Shingle			ND				
Layer: 3 Black Tars			ND				
Layer: 3 Black Felts			ND				
Layer: Wood			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (50 %)	Fibrous Glass (15 %)						
29	50805712						
Layer: Grey Putty		Chrysotile	2 %				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							



Steven Takahashi, Laboratory Supervisor, Rancho Dominguez Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by Forensic Analytical Laboratories Inc. (FALI) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by FALI to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by FALI. The client is solely responsible for the use and interpretation of test results and reports requested from FALI. Forensic Analytical Laboratories Inc. is not able to assess the degree of hazard resulting from materials analyzed. FALI reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Client Name & Address: FCG (Forbess Consulting Group, Inc.)  
1009 Mercer Avenue  
Ojai, CA 93023

Client No.: 7238

PO/Job#: CITY OF MOORPARK-27  
Date: 6/7/13

Turn Around Time: Same Day / 1 Day / 2Day / 3Day / 4Day / 5Day

PCM:  NIOSH 7400A /  NIOSH 7400B /  Rotometer

PLM:  Standard /  Point Count 400 - 1000 /  CARB 435

Contact: Alan Forbess, President

Phone: (805) 646-1995 Fax:

E-mail: [aforbess@fcgenviron.com](mailto:aforbess@fcgenviron.com) [fcg.bill@gmail.com](mailto:fcg.bill@gmail.com)

Site: 236 CHARLES ST.

Site Location: MOORPARK

TEM Air;  AHERA /  Yamate2 /  NIOSH 7402  
 TEM Bulk;  Quantitative /  Qualitative /  Chatfield  
 TEM Water;  Potable /  Non-Potable /  Weight %  
 TEM Microvac;  Qual(+/-) /  D5755(str/area) /  D5756(str/mass)

LAQ Particle Identification (PLM LAB)  PLM Opaques/Soot  
 Particle Identification (TEM LAB)  Special Project

Metals Analysis: Method:  
Matrix:  
Analytes:

Comments:

Report Via:  Fax  E-Mail  Verbal

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
			A P C				
		SEE ATTACHED LOGS	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: BILL MILLER Date: 6/7/13 Time: 10:00 AM

Shipped Via:  Fed Ex  DHL  UPS  US Mail  Courier  Drop Off  Other:

Relinquished By: [Signature]	Relinquished By:	Relinquished By:
Date / Time: 6/7/13 1400	Date / Time:	Date / Time:
Received By: [Signature] Courier	Received By:	Received By:
Date / Time: 6/10/13 12:40 PM	Date / Time:	Date / Time:
Condition Acceptable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No

San Francisco Office: 3777 Depot Road, Suite 409, Hayward, California 94545-2761 / Ph: (510)887-8828 \* (800)827-3274 / Fax: (510)887-4218  
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, California 90221 / Ph: (310)763-2374 \* (888)813-9417 / Fax: (310)763-4450  
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, Nevada 89119 / Ph: (702)784-0040 / Fax: (702)784-0030

# Forbess Consulting Group Inc.

## Asbestos Bulk Sampling Field Log

Date:	6/7/13
Client:	CITY OF MOORPARK
Site:	236 CHARLES ST
Project:	CITY OF MOORPARK-27
Inspector(s):	STILL MILLER
Area/Unit:	

Friable: Friability Codes: N=Non-friable; F=Friable

Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed

ND=Detected

N=Negative

Hum. Area

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
1	DRY WALL / JUNT COMP.	KITCHEN	T/G	T/G	N	P
2	↓ ↓	LIVING ROOM	↓	↓	↓	↓
3	↓ ↓	BATH ROOM	↓	↓	↓	↓
4	DRY WALL / TEXTURE COAT	DINING AREA CEILING	280 SF	DINING AREA	N	F
5	↓ ↓	↓ ↓	↓	REAR BED	↓	↓
6	↓ ↓	REAR BED	↓	↓	↓	↓
7	VSF - GOLD	REAR BEDRM (OFF DINING)	65 SF		N	P
8	↓ ↓	↓ ↓	↓		↓	↓
9	↓ ↓	↓ ↓	↓		↓	↓
10	VSF - OPP WHITE	BEDROOM OFF KITCHEN	100 SF		N	P
11	↓ ↓	↓ ↓	↓		↓	↓
12	↓ ↓	↓ ↓	↓		↓	↓

# Forbess Consulting Group Inc.

## Asbestos Bulk Sampling Field Log

Date:	6/7/13
Client:	CITY OF MOORPARK
Site:	236 CHARLES ST.
Project:	CITY OF MOORPARK-27
Inspector(s):	TRU MINOR
Area/Unit:	

Friable: Friability Codes: N=Non-friable; F=Friable

Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed

ND=Detected

N=Negative

Sample#	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
13	VSF - RED/GREEN	BEDROOM CLOSET OFF KITCHEN	9 SF		N	P
14	VSF - MULTICOLOR	BEDROOM CLOSET ACROSS FROM HALL BATH	9 SF		F	F
15	TEXTURE COAT	REAR BATH CEILING	80 SF		N	P
16	EXT. STUCCO	SOUTH SIDE	T/O		N	P
17	↓ ↓	EAST ↓	↓		F	F
18	↓ ↓	WEST ↓	↓		F	F
19	ROOF LAYERS	COMP SHINGLE FRONT			N	F
20	↓ ↓	↓ ↓ MID			F	F
21	↓ ↓	↓ ↓ REAR SECTION			F	F
22	↓ ↓	ROUGHED COMP. EAST ADDON	250 SF		N	F
23	↓ ↓	↓ ↓	↓		F	F
24	↓ ↓	ROUGHED COMP BACK PORCH	25 SF		N	P

# Forbess Consulting Group Inc.

## Asbestos Bulk Sampling Field Log

Date:	6/7/13
Client:	CITY OF MOOR PARK
Site:	236 CHARLES ST
Project:	CITY OF MOOR PARK-27
Inspector(s):	BILL MILLER
Area/Unit:	

Friable: Friability Codes: N=Non-friable; F=Friable

Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed

ND=Detected

N=Negative

Sample#	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
25	PENET. MASTIC	ROOF PENET.	15 SA		N	F
26	PATCHING MASTIC	ROOF PATCH (SEAM)	↓		F	F
27	ROOF LAYERS	SHED ROOF			N	P
28	↓ ↓	↓ ↓			F	F
29	WINDOW PUTTY	SHED WINDOW	4 LF		N	P

## **Attachment 2**

### FCG Inspector Certification

State of California  
Division of Occupational Safety and Health  
**Certified Site Surveillance Technician**

**William A Miller**

Name

Certification No. 07-4160

Expires on 03/22/13



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

[Renewal Pending]

**ATTACHMENT 2**

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/2014 BUDGET BY APPROPRIATING \$13,769.00 FROM THE CITY AFFORDABLE HOUSING FUND (2201) TO FUND THE DEMOLITION AND SITE CLEARANCE AT 236 CHARLES STREET

WHEREAS, on June 19, 2013, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2013/14; and

WHEREAS, a staff report has been presented to the City Council requesting approval of the demolition and site clearance at 236 Charles Street; and

WHEREAS, a budget adjustment for additional appropriation of \$13,769.00 from the City Affordable Housing Fund (2201) is requested to fund the service fees; and

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

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

SECTION 1. A budget amendment in the amount of \$13,769.00 from the City Affordable Housing Fund (2201) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 19<sup>th</sup> day of February, 2014

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

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

Exhibit A – Budget Amendment

**EXHIBIT A**

**BUDGET AMENDMENT FOR**

**City Affordable Housing Fund (2201) for Demolition and Site Clearance at 236 Charles Street  
2013/14**

**FUND ALLOCATION FROM:**

<b>Fund</b>	<b>Account Number</b>	<b>Amount</b>
City Affordable Housing Fund	2201-5500	\$ 13,769.00
Total		\$ 13,769.00

**DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:**

<b>Account Number</b>	<b>Current Budget</b>	<b>Revision</b>	<b>Amended Budget</b>
2201.2430.5089.9610	\$ -	\$ -	\$ -
2201.2430.5089.9611*	\$ 1,292.00	\$ 13,769.00	\$ 15,061.00
	\$ -		\$ -
Total	\$ 1,292.00	\$ 13,769.00	\$ 15,061.00

\*BLIT pending

Approved as to Form:

