

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 

BY: Jessica Sandifer, Management Analyst 

DATE: July 8, 2014 (CC Meeting of July 16, 2014)

SUBJECT: Consider Authorization to Advertise for Bids for Parking Lot Maintenance Improvements at Various Parks and City Facilities

BACKGROUND & DISCUSSION

The parking lots at several City facilities and parks are in need of paving refurbishment, repairs, and re-striping. Staff has identified the parking lots at the following locations as being in need of repairs this fiscal year:

- Arroyo Vista Community Park (AVCP)
- City Hall/Civic Center
- Country Trail Park
- Miller Park
- Monte Vista Park
- Poindexter Park

The work at AVCP will include the re-striping of parking lot's A, B, C, & D, as well as repairing several grading and drainage issues at the entry locations adjacent to parking lots A and C. Staff also intends to widen the access road adjacent to the median island at the park entry to improve the sidewalk connection and widen the entrance to parking lot A. This will be completed in anticipation of the future bicycle path connection at this location. Prior to completing the work at parking lot A, staff intends to move the parking lot lights to the existing median island locations.

The City Hall/Civic Center parking lot is in need of repaving. However, due to the uncertainty of the timing of the future City Hall project, staff does not feel that the costs associated with a complete repaving project warrants the additional costs to the City at this time. The future City Hall project will include the redesign of the majority of the existing parking lot area. Staff believes that repairing certain areas due to excessive water ponding, in combination with a slurry seal, will defer future maintenance costs for approximately five to seven years. Staff estimates that the cost to repair the Civic Center parking lot and slurry seal will cost approximately \$48,125. The cost to

completely repave the parking lot would cost the City approximately \$80,025. A complete repave of the parking lot will typically last approximately ten to twelve years before a slurry seal will be required. In either instance, the costs associated with a slurry seal will cost approximately \$16,000. At this time, work will not include the City Hall access road or Library parking lot in anticipation of the project to construct an ADA compliant sidewalk from Moorpark Avenue to the City Hall buildings, including the reconfiguration of the bus stop area. It is anticipated that this project will be constructed later this fiscal year.

The work at the four additional parks (Country Trail, Miller Park, Monte Vista Park and Poindexter Park) generally consists of slurry sealing, restriping, and minor asphalt repairs, as needed. Staff has included a bid option for Monte Vista Park to include a complete repave with permeable asphalt. Staff believes that Monte Vista Park provides an opportunity to showcase sustainable construction techniques and is currently working on a master plan for Monte Vista Park that will include California native plant material, seating areas and nature trails.

FISCAL IMPACT

Staff estimates that the parking lot repair and improvement work will cost approximately \$594,051. Staff currently has \$267,000 budgeted in the Fiscal Year 14-15 budget for the repairs at AVCP. Once bids have been received, staff will return to City Council with a recommendation for a budget amendment to fully fund the project at all locations.

STAFF RECOMMENDATION

Approve plans and specifications and authorize advertisement for bids for parking lot maintenance and improvements at various parks and City facilities as outlined in the staff report.

Attachment 1 – Estimate
Attachment 2 – Bid Documents and Specifications

**ATTACHMENT 1
COST ESTIMATES**

PARKS/FACILITIES ASPHALT REPAVE & SLURRY - 2014

AVCP Access Road/Entry Lot A

R&R asphalt	14,424	\$ 8.50	sf	\$ 122,604.00
R&R Concrete Curb & Gutter	145	\$ 25.00	lf	\$ 3,625.00
R&R Concrete Curb	160	\$ 15.00	lf	\$ 2,400.00
R&R Concrete Sidewalk	625	\$ 9.50	sf	\$ 5,937.50
Cross Gutter w/apron	1	\$ 5,500.00	ea	\$ 5,500.00
Cross Gutter	1	\$ 3,500.00	ea	\$ 3,500.00
ADA ramps	2	\$ 2,500.00	ea	\$ 5,000.00
access road & bicycle striping	1	\$ 2,500.00	ea	\$ 2,500.00
striping	2	\$ 450.00	ea	\$ 900.00
Sub-total Access Road				\$ 151,966.50

AVCP	SF	Cost	Unit	Total
Lot A repave	55,500	\$ 2.00	sf	\$ 111,000.00
Lot A striping (91 stalls)	1,800	\$ 1.10	lf	\$ 1,980.00
Lot A striping (10 HC stalls)	10	\$ 350.00	ea	\$ 3,500.00
Lot A wheel stops	30	\$ 50.00	ea	\$ 1,500.00
Lot A stop striping	1	\$ 450.00	ea	\$ 450.00
Lot A misc. arrows	4	\$ 175.00	ea	\$ 700.00
Lot A R&R 4" asphalt	4,500	\$ 8.50	sf	\$ 38,250.00
Lot A R&R concrete curb	100	\$ 15.00	lf	\$ 1,500.00
Lot A install ADA ramps	4	\$ 2,500.00	lf	\$ 10,000.00
Sub-total Lot A				\$ 168,880.00

Lot B Re-stripe (104 stalls)	2,000	\$ 1.10	lf	\$ 2,200.00
Lot B Re-stripe (8 HC stalls)	8	\$ 350.00	ea	\$ 2,800.00
Lot B Re-stripe (misc arrows/stop)	14	\$ 175.00	ea	\$ 2,450.00
Sub-total Lot B				\$ 7,450.00

Lot C Re-stripe (91 stalls)	1,800	\$ 1.10	lf	\$ 1,980.00
Lot C Re-stripe (misc/arrows)	16	\$ 175.00	ea	\$ 2,800.00
Lot C R&R 4" asphalt	4,000	\$ 8.50	sf	\$ 34,000.00
Lot C R&R curb and gutter	40	\$ 25.00	lf	\$ 1,000.00
Lot C cross gutter	1	\$ 4,500.00	ea	\$ 4,500.00
Lot C longitudinal gutter	1	\$ 3,500.00	ea	\$ 3,500.00
Sub-total Lot C				\$ 47,780.00

Lot D Re-stripe (215 stalls)	4,000	\$ 1.10	lf	\$ 4,400.00
Lot D Re-stripe (14 HC stalls)	14	\$ 350.00	ea	\$ 4,900.00
Lot D Re-stripe (misc/arrows)	14	\$ 175.00	ea	\$ 2,450.00
Sub-total Lot D				\$ 11,750.00

Access Road re-stripe (N&S edge)	4,000	\$ 0.75	lf	\$ 3,000.00
Access Road stripe (center dashed)	2,000	\$ 0.60	lf	\$ 1,200.00

**ATTACHMENT 1
COST ESTIMATES**

Access Road re-stripe (misc./arrows)	12	\$ 175.00	ea	\$ 2,100.00
Access Road - Speed bumps	5	\$ 1,500.00	ea	\$ 7,500.00
Sub-total Lot D				\$ 13,800.00

Sub-Total AVCP \$ 401,626.50

POINDEXTER PARK	SF	Cost	Unit	Total
Parking lot Slurry Seal	26,136	\$ 0.55	sf	\$ 14,374.80
Parking lot striping (63 stalls)	1,200	\$ 0.75	lf	\$ 900.00
Parking lot striping (8 HC stalls)	8	\$ 350.00	ea	\$ 2,800.00
Parking lot striping (stop)	2	\$ 450.00	ea	\$ 900.00
Parking lot striping (misc./arrows)	4	\$ 175.00	ea	\$ 700.00
Parking lot - R&R wheel stops	35	\$ 50.00	ea	\$ 1,750.00
Sub-Total Poindexter				\$ 21,424.80

MONTE VISTA PARK	SF	Cost	Unit	Total
Re-pave (permeable paving)	5,227	\$ 7.50	sf	\$ 39,202.50
Parking lot striping (11 stalls)	200	\$ 0.75	lf	\$ 150.00
Parking lot striping (2 HC stalls)	2	\$ 350.00	ea	\$ 700.00
Parking lot striping (stop)	1	\$ 450.00	ea	\$ 450.00
Parking lot - R&R wheel stops	12	\$ 50.00	ea	\$ 600.00
Parking lot striping (misc./arrows)	2	\$ 175.00	ea	\$ 350.00
Sub-Total Monte Vista Park				\$ 41,452.50

COUNTRY TRAIL	SF	Cost	Unit	Total
Parking lot Slurry Seal	8,712	\$ 0.55	sf	\$ 4,791.60
Parking lot crack repair	274	\$ 2.50	lf	\$ 685.00
Parking lot striping (12 stalls)	220	\$ 0.75	lf	\$ 165.00
Parking lot striping (2 HC stalls)	2	\$ 350.00	ea	\$ 700.00
Parking lot striping (2 stop)	2	\$ 450.00	ea	\$ 900.00
Parking lot striping (misc./arrows)	4	\$ 175.00	ea	\$ 700.00
Sub-Total Miller Park				\$ 7,941.60

MILLER PARK	SF	Cost	Unit	Total
Parking lot Slurry Seal	17,424	\$ 0.55	sf	\$ 9,583.20
Parking lot crack repair	80	\$ 2.50	lf	\$ 200.00
Parking lot striping (30 stalls)	550	\$ 0.75	lf	\$ 412.50
Parking lot striping (2 HC stalls)	3	\$ 350.00	ea	\$ 1,050.00
Parking lot striping (2 stop)	1	\$ 450.00	ea	\$ 450.00
Parking lot striping (misc./arrows)	4	\$ 175.00	ea	\$ 700.00
Sub-Total Country Trail Park				\$ 12,395.70

CIVIC CENTER	SF	Cost	Unit	Total
Community Center Park repave	3,484	\$ 2.00	sf	\$ 6,968.00
Parking lot striping (8 stalls)	150	\$ 0.75	lf	\$ 112.50
Sub-total CC Park				\$ 7,080.50

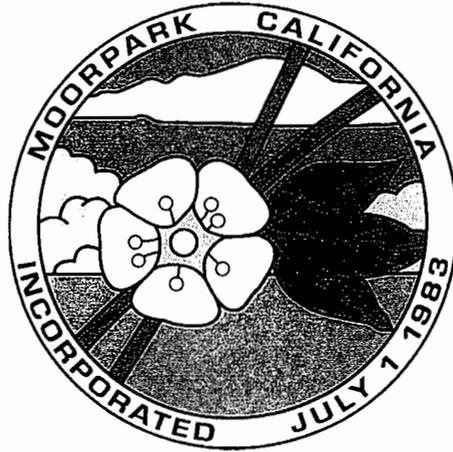
**ATTACHMENT 1
COST ESTIMATES**

Civic Center Parking Lot slurry seal	22,000	\$ 0.55	sf	\$ 12,100.00
CC Parking R&R	3,900	\$ 8.50	sf	\$ 33,150.00
Civic Center Parking striping (77 stalls)	1,500	\$ 0.75	lf	\$ 1,125.00
Civic Center Parking striping (2 HC stalls)	2	\$ 350.00	ea	\$ 700.00
Civic Center Parking striping (misc/arrows)	6	\$ 175.00	ea	\$ 1,050.00
Sub-total Civic Center Parking				\$ 48,125.00
SUB-TOTAL				\$ 540,046.60
10% CONTINGENCY				\$ 54,004.66
TOTAL				\$ 594,051.26

CIVIC CENTER REPAVE (OPTION)

	SF	Cost	Unit	Total
Civic Center Parking repave	22,000	\$ 2.00	sf	\$ 44,000.00
CC Parking R&R	3,900	\$ 8.50	sf	\$ 33,150.00
Civic Center Parking striping (77 stalls)	1,500	\$ 0.75	lf	\$ 1,125.00
Civic Center Parking striping (2 HC stalls)	2	\$ 350.00	ea	\$ 700.00
Civic Center Parking striping (misc/arrows)	6	\$ 175.00	ea	\$ 1,050.00
Sub-total Civic Center Parking				\$ 80,025.00

ATTACHMENT 2



**CITY OF MOORPARK
DEPARTMENT OF PARKS,
RECREATION AND COMMUNITY
SERVICES**

NOTICE TO BIDDERS, CONTRACT PROPOSAL AND SPECIFICATIONS
FOR THE CONSTRUCTION OF

Parking Lot Improvements at Various City Parks and Facilities

Specification No. P&R 14-02

**BIDS TO BE OPENED ON XXXXXXXX, 2014
AT 3:00 P.M.**

CITY OF MOORPARK

CONSTRUCTION DOCUMENTS

FOR

NAME: Parking Lot Improvements at Various City Parks and Facilities

LOCATION:

Moorpark Civic Center, 799 Moorpark Avenue
Arroyo Vista Community Park, 4550 Tierra Rejada Road
Poindexter Park, 500 Poindexter Avenue
Monte Vista Nature Park, 4201 Spring Road
Country Trail Park, 12301 Mountain Trail Street
Miller Park, 4530 Miller Parkway

SPECIFICATION NO.: P&R 14-02

DATE: July 16, 2014

PREPARED BY:

Jessica Sandifer
Management Analyst
City of Moorpark

REVIEWED BY:

Jeremy Laurentowski
Parks and Recreation Director
City of Moorpark

DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES

CITY OF MOORPARK

NOTICE TO BIDDERS, SUBCONTRACTORS, AND SUPPLIERS

If you discover any error or omission in the plans, specifications, or proposal, or have any question concerning the bidding documents, please contact:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Jeremy Laurentowski or
(805) 517-6385
jlaurentowski@moorparkca.gov

Jessica Sandifer
(805) 517-6225
jsandifer@moorparkca.gov

Advise the person answering the phone that you have a "Bidding Question." Please do not call other staff members or consultants.

There will be a **mandatory pre-bid conference and site walk** held on XXXXX, XXXXX, 2014 at XXXXX at the **Moorpark Public Services Facility**. 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.

All bids must be sealed and submitted at or before **XXXXX p.m. on XXXXXXXX, 2014**, to the following:

City Clerk
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

After the bid opening, bid results may be obtained by calling Jessica Sandifer at (805) 517-6225.

After Notice to Proceed is issued to the successful bidder, all contacts should be through ??????? (Emilio, Allen, Jessica, Jeremy) at (805) 517-6255.

NOTE: Please mark the outside of the envelope (***and Express shipment envelope, if applicable***):

Parking Lot Improvements at Various City Parks and Facilities
Sealed Bids – Do Not Open With Regular Mail

Bids to be opened at XXXXXX p.m. on XXXXXXXX, 2014

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CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
NOTICE INVITING SEALED BIDS
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

NOTICE INVITING SEALED BIDS

Pursuant to statute and to the authorization approved by the Council of the City of Moorpark, California, on July 16, 2014 and on file in the office of the City Clerk of said City, NOTICE IS HEREBY GIVEN that sealed bids for the **Parking Lot Improvements at Various City Parks and Facilities** will be received by the City Clerk, at City Hall, 799 Moorpark Avenue, Moorpark, California, 93021, at or before XXXXXX p.m. on XXXXXX, 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 XXXXX, XXXXX, 2014 at XXXXX at the Moorpark Public Services Facility. 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.

SCOPE OF WORK:

The proposed improvements consist of approximately 64,211 square feet of parking lot repaving with asphalt concrete, placement of approximately 48,136 square feet of Type II Slurry Seal at designated parking lots serving various City parks and facilities, grading and entry way improvements at Arroyo Vista Community Park, and related work as required by the project plans and specifications. The proposal shall be submitted and the work shall be performed by a Class ("A") State of California licensed contractor in strict conformance with plans and specifications as approved by the City Council on July 16, 2014, and now on file in the Department of Parks, Recreation and Community Services and the office of the City Clerk.

Copies of plans and specifications may be obtained by prospective bidders through the City's website www.moorparkca.gov/bids.aspx.

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 bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid. 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, 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 available online at www.dir.ca.gov/DIR/S&R/statistics_research.html and copies will be made available to interested parties 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 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 Website
www.moorparkca.gov/bids.aspx

F. W. Dodge
 1333 S. Mayflower Avenue, # 300
 Monrovia, CA 91016

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

Also on-line at:
www.ebidboard.com

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
BID TERMS AND CONDITIONS
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the bidder submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City in its sole discretion.

License - In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid applicable Class "A" Contractor's License at the time the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of bid submittal.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents, or discovers discrepancies or omissions, the bidder may submit to the City a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents shall be made only by addendum duly issued by the City. A copy of such addendum will be mailed or delivered to each potential bidder receiving a set of the Contract Documents. Such addendum shall be considered a part of and incorporated in the Contract Documents.

All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the City. E-mail communication is the preferred form of communication with City staff.

Bidder's Bond Requirement - Bidders shall provide a properly executed Bidder's Bond (on the form provided herein), cashier's check or other bidder's security payable to the City of Moorpark to accompany the Proposal in the amount of ten percent (10%) of the total bid. The proceeds thereof will become the property of the City if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the City has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. Additionally, the proceeds of the bidder's bond will become the property of the City if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefore will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the Proposal. The Proposal shall be enclosed in an envelope which shall be sealed and addressed to the City Clerk, City of Moorpark, 799 Moorpark Avenue, Moorpark, California 93021. In order to guard against premature opening, the Proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. **If proposal is delivered to the City via Express Delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.**

Submission of One Bid Only - 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. However, an individual who has quoted prices on materials to a bidder submitting a Proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Bid Withdrawal - A bidder may withdraw its Proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the City for its withdrawal. If this occurs, the Proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The City reserves the right to retain all proposals for a period of 90 days after the bid opening date for examination and comparison. The City also 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, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsible bidder.

Contract Requirement - The bidder to whom award is made, or notice of intent is given, shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the Proposal or within ten (10)

calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first.

The Contract shall be made in the form adopted by the City and incorporated in these specifications. The bidder warrants that bidder 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 Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If upon notification of intent to award the bid by the City, the bidder fails to enter into the Contract within 5 days of receipt of notification to sign, the pending award will be cancelled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsible bidder who shall fulfill every term and condition of the bid.

Business Registration - The City's Business Registration Ordinance requires that a Business Registration Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City. Additional information regarding the City's Business Registration program may be obtained by calling (805) 517-6243.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond, on the form contained herein, in the amount of 100% of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by City. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond, on the form contained herein, by an admitted surety in the amount of 100% of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body

tenders final payment to the bidder. This assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder without further acknowledgment by the parties.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract.

Public Records Act - All information contained in the Proposal is public information once opened unless it is bona fide trade secret information and is labeled as such. Any California Public Records Act request for information labeled as a trade secret shall be forwarded to the bidder for legal defense. Failure on the part of the bidder to promptly defend against any such request or action shall be deemed an unqualified waiver of the confidentiality of all trade secret information in the Proposal.

Accuracy of Specifications - The specifications and the plans for this project are believed by the City to be accurate and to contain no mis-representation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guarantee the accuracy of its interpretation of test results contained in the bid package. In preparing its proposal, bidder and all subcontractors named in bidder's proposal shall bear sole responsibility for bid preparation errors resulting from any misstatements or omissions in the plans and specifications which could have been ascertained by examining either the project site or accurate test data in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder and/or waiver of any defect by the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability, and diligence on bidder's part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefore in the bid.

In the event that, after awarding the bid, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing and Contractor and all

subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of Contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
PROPOSAL
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES

PROPOSAL

FOR

Parking Lot Improvements at Various City Parks and Facilities

Specification No. P&R 14-02

Bids to be received on XXXXXXX, 2014 at XX:XX XX

Completion Time: XX Consecutive Working Days after Receipt of Notice to Proceed

Liquidated Damages \$500 per Calendar Day

Number of Pages in Proposal: XX

CONTRACTOR

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Fax Number _____

Email _____

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 19 THROUGH 36 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL
FOR

Parking Lot Improvements at Various City Parks and Facilities

Instructions for Signing Proposal, Bonds, and Contract..... Page 17

Contractor’s Proposal Statement..... Page 18

Proposed Schedule of Work and Prices Page 19

Bidder’s Bond to Accompany Proposal..... Page 21

Statement of Bidder’s Qualifications and References..... Page 22

Statement of Bidder’s Past Contract Disqualifications Page 26

Questionnaire Regarding Subcontractors..... Page 27

Bidder’s Statement of Subcontractors and Material Fabricators Page 28

Non-collusion Declaration..... Page 29

California Labor Law Requirements..... Page 30

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment.
- d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

- a) Signatures: All members of partnership. One may sign if City has a copy of authorization.
- b) Affix notary's acknowledgment.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
- c) Affix notary's acknowledgment.

Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment.
- c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements show above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

CONTRACTOR'S PROPOSAL STATEMENT

City of Moorpark
Moorpark, California 93021

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

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

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Moorpark.

Licensed in accordance with an act providing for the registration of Contractor's License No. _____ Class _____, Expiration Date _____

Names of Co-Partners or Corporate Officers and Titles: _____

Signature of Bidder _____ Title _____

Signature of Bidder _____ Title _____

Name of Contractor or Firm _____ Date of Submittal _____, 2012
Telephone No. (____) _____

Address _____

Doing Business as Individual/Partnership/Corporation _____ State of Incorporation _____

Federal Tax Identification Number: _____

**ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form,
and Corporate Seal if Applicable)**

PROPOSED SCHEDULE OF WORK AND PRICES
FOR
PARKING LOT IMPROVEMENTS VARIOUS CITY PARKS AND FACILITIES

Item No.	Payment Ref.	Description	Qty	Unit	Unit Price	Total
1	702-5	Traffic Control	1	LS		
2	703-2	Stormwater Pollution Control Plan	1	LS		
3	704-4	Pavement Surface Preparation	1	LS		
4	705-6	Pavement Milling	60,000	SF		
5	707-6	Asphalt Concrete Overlay	60,000	SF		
6	708-5	Slurry Seal (Type II)	76,000	SF		
7	709-6	Remove and Replace 4" Asphalt Concrete	9,000	SF		
8	710-4	Remove and Replace Concrete Curb and Gutter	100	LF		
10	711-4	ADA Ramps	4	EA		
11	712-3	Adjust Utility and Survey Monument Covers	1	LS		
12	713-7	Traffic Signing and Pavement Delineation	1	LS		
13	714-3	Parking Lot C – Repairs per plans (Appendix 1)	1	LS		
14	715-3	Parking Lot A – Repairs per plans (Appendix 1)	1	LS		
15	ADD 716-	Country Tail Park – Porous Asphalt Pavement in place of AC	5,300	SF	n/a	Put cost on next page as addition for

Total Amount of Bid – \$ _____

Contractor's Name _____

PROPOSED SCHEDULE OF WORK AND PRICES
Parking Lot Improvements Various City Parks and Facilities

*ADDITIONS/DEDUCTIONS

TOTAL AMOUNT BID			\$ _____
	Bid Item No.	New Total	
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Addition for:	_____	_____	+ _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____
Deduction for:	_____	_____	- _____

Adjusted Total Bid Amount: \$ _____

Adjusted Total Bid Amount in Words: _____

* Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the contractor for such item.

The following addenda are acknowledged:

(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	Number	Date
	_____	_____
	_____	_____
	_____	_____

I make this Proposal and certify under penalty of perjury that all the statements in this proposal that I have signed are true and correct.

Contractor's Name _____ Contractor's Name _____

Signature _____ Date _____ Signature _____ Date _____

Title _____ Title _____

**BIDDER'S BOND TO ACCOMPANY PROPOSAL
(in lieu of cash, certified or cashier's check)**

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 (10) percent of the total bid, to be paid to the City if the Proposal shall be accepted and the Principal shall fail to 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 _____, 2014.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

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

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 Class A at the time the bid is submitted to the City, and Bidder must have satisfactorily completed at least four municipal projects in the last five years of comparable size and scope of this project.

Number of years engaged in business under the present business name: _____

Attach additional pages if required to show the necessary experience. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Project 1 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/ Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

If final amount is different from original amount, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

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

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

- 1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No _____

- 2. If Yes, explain the circumstances.

Executed on _____ at _____, California.

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

Signature(s) of Authorized Bidder

Signature(s) of Authorized Bidder

Title

Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the proposal.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()
2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories? Yes () No ()
4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories? Yes () No ()
5. If the answer to No. 4 is "yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of threats:
 - (e) Additional comments: (Use additional paper if necessary)

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

Dated this _____ day of _____, 2012.

Name of Company

By _____

Title

By _____

Title

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 amount¹. (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:
Subcontractor Address:	Classification:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Percent Work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Type of Work:	Percent Work to be done:

(attach more sheets if necessary)

Total Percentage ² _____

Signature(s) of Bidder

Date

¹ Based on contract price

² May not exceed 50% of contract price. See Greenbook Section 2-3.2

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

Signature of Bidder

Address of Bidder

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

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[Labor Code §§ 1720, 1775, 1776, 1777.5, 1810, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding Owner ("Owner") and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.

3. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform Owner of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

4. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

5. Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

Signature _____

Date _____

Printed Name _____

Company _____

Title _____

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
Documents for Execution by Successful Bidder
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

**LIST OF DOCUMENTS FOR
EXECUTION BY SUCCESSFUL BIDDER**

Agreement Page 33
Bond for Faithful Performance Page 48
Bond for Material Suppliers and Laborers Page 50
Worker's Compensation Insurance Certificate Page 52

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES
SPECIFICATION NO. P&R 14-02**

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 parking lot improvements at various city parks and facilities as outlined in the project specifications and plans; 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 _____, 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 parking lot improvements as, as set forth in Exhibit B: 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 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. 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. 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. Compensation shall not exceed the rates or total value of _____ dollars (\$_____) 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 _____, 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 _____ 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, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. 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 five hundred dollars (\$500) 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: Contractor
 Contact
 Address
 City State Zip Code

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

CONTRACTOR

By: _____
Steven Kueny, City Manager

By: _____
AUTHORIZED SIGNOR, 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 \$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, Contractor 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 2004. 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
BOND NO. _____

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.

This condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Contract with the City of Moorpark, California, for Parking Lot Improvements at Various City Parks and Facilities, 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.

BOND FOR FAITHFUL PERFORMANCE (cont'd)

IT IS FUTHER 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 there under, no shall any extension of time granted under the provisions of the Contract release either the Contractor of the Surety; and notice of such alterations or extensions of the Contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 2014.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

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

BOND FOR MATERIAL SUPPLIERS AND LABORERS
BOND NO. _____

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
the annexed Contract with the City, for Parking Lot Improvements at Various City Parks
and Facilities, 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 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.

BOND FOR MATERIAL SUPPLIERS AND LABORERS

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 there under, 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.

WITNESS our hands this _____ day of _____, 2012.

Contractor

By _____

Title _____

By _____

Title _____

Surety

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

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: _____

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
STANDARD SPECIFICATIONS
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
STANDARD SPECIFICATIONS

0-1 STANDARD SPECIFICATIONS

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 Special Provisions as the “Standard Specifications.”

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

1-2.1 Additional Definitions

Acceptance – The formal written acceptance by the City of the completed project.

Addendum – The modification of the plans and/or specifications issued to all prospective bidders during the period when necessary to change, correct, clarify or further define any phase of the work.

Agency/City – City of Moorpark.

Approved Equal – or words of the like import refer to a material which has been approved by the City as similar and equal in all respects and acceptable for use in lieu of the particular materials as specified herein. No “approved equal” material shall be used in any of the work unless approval is first obtained in writing from the City. The City reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the City in writing. In all cases where proprietary articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for “approved equal” status for proposed substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

Approved, Required, Directed – or similar words, refer to and indicate that the work or materials shall be “approved”, “required” or “directed” by the City of Moorpark or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

City Council – The body constituting the awarding authority of the City.

Department – Parks, Recreation and Community Services Department, City of Moorpark.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from City to Contractor or from Contractor to City.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the City.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents which must be submitted by bidder in order to be awarded the Contract.

ABBREVIATIONS

1-3.3.1

Institutions

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APCD	Air Pollution Control District
APWA	American Public Works Association
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
CAL-OSHA	California Occupational Safety & Health Administration
CITY	City of Moorpark
CRSI	Concrete Reinforcing Steel Institute
DISTRICT	Ventura County Waterworks District No. 1
IEEE	Institute of Electric and Electronic Engineer
NEC	National Electrical Code

NFPA	National Fire Protection Association
RSRPD	Rancho Simi Recreation and Parks District
SSPWC	Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of ACG and APWA
SSS	State of California, Department of Transportation, Standard Specifications, latest edition
VCFCDD	Ventura County Flood Control District
VCTC	Ventura County Transportation Commission
VCWPD	Ventura County Watershed Protection District

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-2 CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a Contract to any individual or business entity of any kind without the previous written consent of the City.

2-5.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the City to be accurate and to contain neither misrepresentation nor any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. City does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the City's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of defects or ambiguities in bid specifications or plans, prior to bid

submission, shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications continue performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefore in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify City in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor and trivial and whether or not a change order, time extension, or additional compensation has been granted by the City. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

2-5.4 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the City of Moorpark or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the City nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes and releases any claims, rights, demands, damages, actions and causes of action in connection therewith against the City of Moorpark and its officers and employees.

2-5.5 Additional Investigations Required

Prior to bid submittal, the Contractor must perform an independent site investigation and by the bid represents that the Contractor has accomplished and is satisfied as to the result of the investigation required under these Bid Terms and Conditions. In addition thereto, the Contractor has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the Contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action or cause of action against the City of Moorpark, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the contract documents. Neither the City of Moorpark nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the City of Moorpark, or any officer or employee thereof, in respect to any of the foregoing matters.

SECTION 5 - UTILITIES

5-7 SCOPE OF WORK

Work shall conform to the provisions in Section 5 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters or other facilities. Covers which are partially exposed shall be cleaned to the satisfaction of the City.

The Contractor shall contact the respective utility companies and other agencies listed below 48 hours prior to starting any work which those companies are affected, if applicable.

To make sure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the City, the Contractor shall immediately notify the City and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefore.

UTILITY/AGENCIES TELEPHONE CONTACT LIST

CITY ENGINEER (805) 517-6255	TIME WARNER (888) 892-2253
TRAFFIC ENGINEER (805) 517-6285	AT & T (800) 310-2355
CITY POLICE DEPARTMENT (805) 532-2700	UNDERGROUND SERVICE ALERT 1-800-422-4133
CALIFORNIA HIGHWAY PATROL (805) 553-0800	UNION PACIFIC RAILROAD CO. (800) 336-9193
MOORPARK TRANSIT DIVISION (805) 517-6257	MOORPARK UNIFIED SCHOOL DIST. (805) 378-6300
VENTURA COUNTY WATERWORKS DISTRICT NO. 1 (805) 378-3000	VENTURA COUNTY FIRE PROTECTION DISTRICT (805) 389-9710
CALLEGUAS MUNICIPAL WATER DISTRICT (805) 526-9323	U.S. POST OFFICE (805) 529-3596
SO. CALIFORNIA EDISON COMPANY (800) 655-4555	WASTE MGMT/GI RUBBISH (805) 522-9400
THE GAS COMPANY (800) 427-2200	ANDERSON RUBBISH (805) 526-1919
MED TRANS AMBULANCE (805) 495-4668	CALTRANS (805) 653-2584

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-3.3 Temporary Suspension of Work

If suspension of work is ordered by reason of the failure of the Contractor to carry out orders or to perform any provisions of the Contract, or by reason of weather conditions being unsuitable for performing any items of work at Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the City will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the City orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the City due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

6-6.1 Work Delays

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City or by strikes, fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor.

6-8.1 No Waiver of Legal Rights

The City shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore from showing the true amount and character of the work performed and materials furnished by the

Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the City or by the City's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

6-8.2 Non-Complying Work

Neither the final payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, nor recordation of Notice of Completion by City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2.2.1 Labor Laws

Labor Code Concerning Forfeiture for Worker Required to Work Excess Hours

As provided in Section 1810 of the Labor Code, eight (8) hours shall constitute a legal day's work, and as required by Section 1813 of the Labor Code, the Contractor shall, as a penalty, forfeit to the City twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or 40 hours in any one calendar week.

Exception: Pursuant to Labor Code Section 1815, work performed by employees of the Contractor and subcontractors in excess of eight (8) hours per day or 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 1/2 times the basic rate of pay.

Labor Code Concerning Forfeiture for Paying Less than Prevailing Wage Rate

In accordance with Section 1775 and subsequent amendments of the Labor Code, the Contractor shall forfeit as a penalty to the City of Moorpark, not more than \$50.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract by the Contractor or by any subcontractor in violation of the provisions of said resolution. In addition to said penalty and pursuant to the said Section 1775 and subsequent amendments, the difference between the stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this Contract by the City of Moorpark.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to Sections 1101 and 1102 of the Labor Code which prohibit discrimination in employment based on sexual orientation, except as provided in Section 1102.1 of the Labor Code.

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Sections 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action and equal employment opportunity requirements of these Specifications.

The Contractor or subcontractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall not induce, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation due that person. Any suspected or

reported violation will be reported to the appropriate Federal Agency for proper action.

Attention is directed to the provisions in Sections 1777.5, and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor shall comply with the General Prevailing Wage determination made by the Director of Industrial Relations, pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 2.

Section 1777.5 requires the Contractor and subcontractors employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which committee administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the hourly non-overtime ratio of apprentices to journeymen that will be used in the performance of the Contract; except for Land Surveyors in which case the ratio shall be not less than one apprentice for each five journeyman. The hourly non-overtime ratio of apprentices to journeymen in such cases shall not be less than one to five, if practicable, except:

- a) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate; or
- b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- c) When the trade can show that it is replacing at least 1/30th of its membership through apprenticeship training on an annual basis state-wide or locally; or
- d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman; or
- e) Contracts of general contractors or specialty contractors not bidding for work through a general or prime contractor when the contracts involve less than thirty-thousand dollars (\$30,000) or twenty (20) working days.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on the

Contract and if subcontractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-5 PERMITS

7-5.1 City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

7-5.2 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

7-8 PROJECT SITE MAINTENANCE

7-8.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. The Contractor shall comply with Ventura County Air Pollution Control District Rule 55, Fugitive Dust (see Appendix 6). Violations will be reported to the appropriate authorities.

7-8.8 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without such muffler.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud

signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

7-15 PAYROLL RECORDS

7-15.1 Payroll Documentation

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions, including compliance by subcontractors.

- (a) Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and 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 in connection with the public work.
- (b) The payroll records required under subsection (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 such employee or authorized representative on request.
 - (2) A certified copy of all payroll records required in subsection (a) shall be made available for inspection or furnished upon request to a representative of the City, 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 required in subsection (a) or copies thereof shall be made available upon request to the public for inspection. However, a request by the public shall be made through either the City, 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 Contractor, subcontractor, or the entity through which the request was made the costs of preparation of the requested

documents. The public shall not be given access to such 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 sample information as the forms provided by the Division.
- (d) Each Contractor shall file a certified copy of the records required in subsection (a) with the entity that requested such records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- (f) The Contractor shall inform the City of the location of the records required under subsection (a), including the street address, city and county, and shall, within five working days, provide the City a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply with this section. Should noncompliance still exist after such 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five dollars (\$25) 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.

SECTION 9 - MEASUREMENT AND PAYMENT

9-4 FINAL PAYMENT

All measurements and payments shall be in accordance with the provisions of Section 9 of the SSPWC, "Measurement and Payment." The items of work for the project are shown in the Proposal and consist of unit price and lump sum items for payment. It is the intent of these specifications that the cost of all work shown or specified on the plans, but not specifically included in a unit price or lump sum item, shall be considered as being included in the amounts bid for the various items in the Proposal.

CITY OF MOORPARK
DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES
FACILITIES DIVISION
SPECIAL PROVISIONS
FOR
PARKING LOT IMPROVEMENTS AT VARIOUS CITY PARKS AND FACILITIES

SECTION 700

SPECIAL CONDITIONS

(Not a Bid Item)

700-1 **STANDARD SPECIFICATIONS**

As indicated in Subsection 0-1, the Standard Specifications for Public Works Construction (SSPWC), dated 2012, along with the modifications thereto have been established as the Standard Specifications for the City of Moorpark. These specifications will prevail as the basic Standard Specifications for this project except as otherwise specifically noted in the Special Provisions when reference is made to the State Standard Specifications. The State Standard Specifications is that document issued by the State of California, Department of Transportation, titled Standard Specifications, May 2006, referred to herein as the State Standard Specifications, or the SSS.

When references have been made to the SSS, it is for the purpose of utilizing that specifications' traffic and safety provisions as indicated elsewhere herein.

Where required by these Special Provisions, work shall conform to the requirements of the SSS, except that when reference is made to other sections of the City's Standard Specifications, all references to "State" shall mean the City. The SSS measurement and payment clauses are not included.

700-2 **INVESTIGATION OF SITE CONDITIONS**

Bidders are urged to visit the work site to conduct their own investigations as to the existing conditions affecting the Work to be accomplished under these specifications. If the bidder chooses not to visit the site or conduct investigations, the bidder will nevertheless be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

700-3 **AWARD OF CONTRACT**

A construction contract will be awarded to the lowest responsive and responsible bidder. However, the City reserves the right to award or not to award.

700-4 **START OF CONSTRUCTION**

The Notice to Proceed will be issued upon awarding a construction contract and receipt of the necessary bonds and insurance certificates. The necessary bonds and insurance certificates shall be submitted to the City within 10 days in advance of the award of contract. Prior to issuing the Notice to Proceed, but subsequent to receiving the submittals of Subsection 701-2, a pre-construction conference will be

undertaken. The date of the Notice to Proceed constitutes the start of construction, which date will be the first chargeable working date of the contract.

700-5 TIME OF COMPLETION

The Contractor shall complete the work including punch list items (if applicable) within XX working days from the date of the written Notice to Proceed. The issuance of the Notice to Proceed constitutes the Contractor's authority to enter upon the work site and begin operations. A no fee Encroachment Permit shall be obtained by the Contractor from the City.

700-6 WORKING HOURS & WORKING DAYS

Construction working hours shall be limited to the hours between 7:00 a.m. and 3:30 p.m. Monday through Friday, unless otherwise approved by the City in writing. When schools are in session, working hours involving authorized traffic lane blockage in the vicinity of schools shall be limited to the hours between 9:00 a.m. and 3:00 p.m., if applicable, unless otherwise specified in these Special Provisions. As an option, work in the vicinity of schools may be done on Saturdays or any "no school" day, with the approval of the City. Lane closures within 200 feet of a signalized intersection shall be limited to the hours between 9:00 a.m. and 3:00 p.m., except as otherwise indicated in Section 702, "Traffic Control, Construction Signing and Traffic Maintenance," of these Special Provisions.

Any overtime for construction survey, geotechnical/testing services, and inspection by City staff, outside of the 7:00 a.m. to 3:30 p.m. hours Monday through Friday, and any work on Saturdays, Sundays and Holidays, shall be paid for by the Contractor, and such costs will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight hour notification for all his/her overtime work requests.

The following days are recognized as holidays by the City:

1. January 1st (New Year's Day) & 2nd (Extended Holiday)
2. 3rd Monday in January (Martin Luther King, Jr. Day)
3. 3rd Monday in February (President's Day)
4. Last Friday in March (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. July 4th (Independence Day)
7. 1st Monday in September (Labor Day)
8. November 11th (Veteran's Day)
9. Last Thursday in November (Thanksgiving Day)
10. Last Friday in November (Day after Thanksgiving)
11. December 25th (Christmas Day)

When any of the above listed holidays falls on Sunday, the holiday shall be observed on the following Monday. Whenever any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

700-6.1 SPECIAL WORKING HOURS

Work relative to the improvements at the Civic Center will only be conducted on weekends. Contractor required to submit a construction phasing plan showing on which weekends which portions of the work will be conducted. The parking lot at the Civic Center will need to be signed 72 hours prior to the anticipated start of the weekend work to discourage parking in work areas.

700-7 FAILED TESTS

All retesting of failed materials, field compaction tests, and standby charges for such services will be accomplished at the Contractor's expense. The cost for all retesting and standby charges will be deducted from the progress payments to the Contractor. The Contractor shall provide at least forty-eight (48) hours notification for the need of compaction and materials testing.

700-8 EXTRA WORK MARKUP

(a) Work by Contractor. The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits, and all other cost not specifically provided for:

- (1) Labor.....20%
- (2) Materials15%
- (3) Equipment Rental15%
- (4) Other Items and Expenditures15%

To the sum of the cost and markups provided for in this section, 1 percent shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 700-10 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10% on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5% on work in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

700-9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

700-9.1 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

700-10 MEASUREMENT AND PAYMENT

No separate payment will be made for work performed or for compliance with the requirements outlined in this Section, "Special Conditions."

Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

SECTION 701

SPECIAL CONSTRUCTION REQUIREMENTS

(Not a Bid Item)

701-1 PERMITS

701-1.1 City Encroachment Permit: The Contractor is required to obtain a no-fee Encroachment Permit from the City prior to commencing any construction within the public right-of-way.

701-2 MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies, and incidentals to the project sites, and for all other work operations which must be performed, or costs incurred, prior to beginning work on the various contract items on the project sites.

701-3 CONSTRUCTION SCHEDULE AND TRAFFIC CONTROL PLAN

One week prior to the Pre-Construction Conference, the Contractor shall submit to the City for review: 1) a project Construction Schedule in accordance with the SSPWC Subsection 6-1, "Construction Schedule and Commencement of Work," 2) Traffic Control Plan addressing the requirements of Section 702, "Traffic Control, Construction Signing and Traffic Maintenance," 3) a Stormwater Pollution Control Plan (SWPCP) addressing the requirements of Section 703, of these Special Provisions, for the affected project sites, and 4) hauling routes of asphalt concrete pavement materials.

The Contractor's sequence and scheduling of construction shall provide for on-street parking within one hundred and fifty feet of any residence or business, if applicable, unless otherwise authorized in writing by the City .

Any revisions to the originally approved Construction Schedule must be approved by the Parks and Recreation Director, in writing, at least three working days prior to any construction.

701-4 NOTICE TO PARK AND FACILITY USERS

The Contractor shall place notices, as applicable at least four working days prior to restricting parking lot access or starting any work. Notices shall describe the impending work, and shall identify dates of work and parking lot closure.

701-5 CONSTRUCTION SURVEYING

The Contractor shall provide all necessary construction surveying to construct the improvements as shown on the plans and described in these specifications.

The locations and limits of removal and construction of miscellaneous concrete and asphalt concrete facilities will be staked or marked by the City in the field.

701-6 COORDINATION OF WORK

The Contractor shall coordinate the work with all respective utility companies for any related relocations and/or construction work. The contractor shall also coordinate the work with The U.S. Post Office at (805) 529-3596, The Moorpark Unified School District at (805) 378-6300, the Ventura County Fire Protection District at (805) 389-9710, GI Industries at (805) 522-9400 and Andersons Rubbish at (805) 526-1919, if work operations are likely to limit site access by these companies to the work locations.

The Contractor shall make every effort to eliminate or minimize any impacts on U.S. Post Office, Ventura County Fire Department, and school traffic.

The Contractor shall coordinate the work with the City's Landscaping Inspector for temporary irrigation system shut off by notifying the Landscape Inspector at least three (3) full working days prior to the work.

701-7 REMOVAL OF MATERIALS

All materials which are to be disposed of, including but not limited to, saw-cut concrete and asphalt concrete pavement, miscellaneous concrete, and excess excavated earth and base material and other extraneous materials and debris, shall be removed immediately from the construction site. No overnight storage of materials or debris will be allowed in the parking lots or surrounding areas. All surplus and extraneous materials and debris shall be disposed of by the Contractor at an approved landfill or disposal site at the Contractor's expense, in accordance with the City's Construction and Demolition Ordinance as outlined in 701-9.

701-8 EQUIPMENT AND MATERIALS STORAGE

The Contractor shall arrange and maintain a secure storage site(s) for all equipment and materials. All equipment and unused materials shall be returned to this site(s) at the end of each work day. The Contractor shall submit a route plan for the delivery of materials to both the job and storage sites at least three (3) working days before commencing work.

701-9 CONSTRUCTION AND DEMOLITION ORDINANCE

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.

701-10 PROTECTION OF EXISTING IMPROVEMENTS

During construction of the proposed improvements, extreme care shall be exercised to protect existing public and private property improvements, such as concrete and block walls, hardscape, fences, walks, brick planters, curbs, valves, asphalt, irrigation lines, landscaping, garden lights, utility meters, drainage structures, posts, signs, garden walls, mailboxes, etc., unless otherwise identified in these Special Provisions, or shown on the Plans for relocation/removal/reconstruction by the Contractor. The protection of existing improvements in place may require shoring and/or bracing depending upon the condition of the facilities. Repair and/or replacement of any facilities damaged and/or removed by the Contractor that are to remain, shall be at the expense of the Contractor.

No markings will be allowed on existing cross-gutters, spandrels, curb/gutters, and sidewalks. All 'USA' and other markings shall be removed by the Contractor.

701-11 DUST AND NOISE CONTROL

The Contractor shall provide the means to prevent dust, grit, excessive noise and other waste products from becoming a nuisance in and around the working areas. The Contractor shall take such steps, with the approval of the City, to reduce or eliminate such nuisance. The Contractor is required to control dust during the entire contract period, including holidays and weekends.

The Contractor shall comply with Ventura County Air Pollution Control Board Rule 55, Fugitive Dust (see Appendix E).

If the Contractor fails to control dust in accordance with these contract specifications, the City reserves the right to hire another contractor or agency to perform such work on a "force account" basis. The total cost for performing this work will be deducted from the total price of this Contract.

701-12 SURVEY MONUMENT TIES ADJUSTMENTS

The Contractor shall locate, protect and save any and all survey monuments and ties that will be, or may be damaged or destroyed by the Contractor's operation. All existing nails and markers within the limits of sidewalks, curbs, curb/gutters, curb ramps and streets shall be tied down by the City's Contract Surveyor prior to such removals for subsequent adjustment and/or installation. Where a survey monument and/or property corner tie will be removed due to this construction, the Contractor shall save the monuments, markers, and appurtenances. The reinstallation of the actual monuments and/or property corners will be accomplished by the City's Contract Surveyor. A forty-eight hour notification to the City is required before removal of a survey monument tie.

701-13 MAINTENANCE OF EXISTING DRAINAGE SYSTEM

The Contractor shall maintain the existing drainage system within the City parking lots and the adjacent affected private property, if applicable, during the entire duration of the construction. This item shall include erosion control where applicable.

701-14 SUBMITTALS

Subsection 2-5.3.3, "Submittals," is hereby supplemented as follows:

Submittals (as applicable) shall consist of mix design and pre-testing of asphalt concrete, aggregate base, and Portland Cement Concrete, concrete masonry block wall, steel reinforcement, concrete grout; material certification for tack coat, crack seal, ground stabilization fabric, pavement fabric. Tests will largely be performed in accordance with the City's adopted Quality Assurance Program "QAP". The City will undertake plant inspections and testing of special items such as asphalt concrete and aggregate base.

Three weeks prior to the use of any material, the Contractor shall provide written certifications, shop drawings, and mix designs of all materials to be incorporated in the work. The Contractor shall not deliver any or use such materials prior to the approval of the City in writing.

701-15 PROGRESS PAYMENTS

The Contractor or its designated representative shall sign a monthly quantity payment sheet of completed work in order to expeditiously process monthly progress payments.

701-16 WATER FOR CONSTRUCTION

Water for construction purposes as required by these specifications may be obtained from Ventura County Water Works District No. 1, (805) 378-3000. The Contractor shall make all arrangements to obtain and transport the water, and shall, at his/her own expense, furnish and install all necessary metering, piping, and fittings. All costs associated with water for construction shall be borne by the Contractor.

701-17 MEASUREMENT AND PAYMENT

No separate payment will be made for any other work or other features as required and outlined in this Section, "Special Construction Requirements." Full compensation for such work and features shall be considered as included in the contract unit or lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

SECTION 702

**TRAFFIC CONTROL, CONSTRUCTION SIGNING
AND TRAFFIC MAINTENANCE**

(Bid Item No. 1)

702-1 DESCRIPTION

Traffic control, construction signing and traffic maintenance shall consist of all traffic control involved in the Contractor's operations as required by these Specifications.

702-2 CONSTRUCTION - TRAFFIC CONTROL DEVICES

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs, barricades, and arrow boards, as necessary to ensure safe travel of the public through the worksite, if applicable. The traffic control system shall be installed prior to starting work at each affected location and shall not be removed until all work has been completed. The Contractor shall post and maintain all necessary construction signs and flaggers, when necessary.

The Contractor, where directed and as approved by the City, shall furnish and place temporary "No Parking" signs, 12 inches x 18 inches minimum size, in the affected parking lots. The signs shall be placed two working days in advance of any work. The signs shall include the day and the time during which parking will not be permitted. These signs shall be posted on laths only. Trees, mailboxes, utility posts, etc., shall not be used. The Contractor shall remove these signs immediately when they are no longer needed.

The Contractor shall furnish, erect, maintain and remove when no longer necessary traffic control devices including fences and barriers, when and where it may be necessary to do so, in order to give adequate warning to the public of conditions resulting from the Contractor's operations and to guide traffic through or around the construction area. If the Contractor's operations interfere with existing traffic, and regulatory measures and traffic control devices are not adequate to safely control traffic, or if the nature of the work requires additional control, the Contractor shall provide experienced flaggers to perform the function of traffic control. While on duty, flaggers shall be properly attired and equipped.

The Contractor shall place and maintain barricades at each end of and along an excavation, obstruction, or other restrictive condition and at distances of not more than fifty feet apart along the length thereof. In addition, flashers or other approved warning devices shall be placed at the same intervals/locations as the barricades and shall be illuminated from sunset each day until sunrise of the following day.

702-3 TRAFFIC MAINTENANCE

The Contractor shall cooperate with the City relative to handling traffic through all work areas, and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles, and in maintaining clear and continuous access to adjacent properties.

The Contractor shall provide for controlled pedestrian crossings through the work area. Crossings shall provide pedestrians the means of passing over or through the work without tracking either tack coat or hot asphalt concrete, or endangering pedestrian safety.

Throughout the life of the project, safe, unobstructed and adequate pedestrian and vehicular access shall be continuously provided and maintained to fire hydrants, bus stops, and all affected property, unless otherwise approved in advance on a specific location basis by the City. Care must be taken to comply with access requirements, for those access points that serve as the sole access to one or more properties.

Where non-motorized (pedestrian, equestrian, or bicycle) facilities exist, they shall be maintained in passable condition or other facilities shall be provided. In areas of high volume non-motorized traffic, the Contractor shall provide for controlled pedestrian crossings through the work or schedule work to avoid peak non-motorized volumes. Crossings shall provide for the existing non-motorized volumes. The crossings shall provide a means of passing over or through the work without tracking construction materials such as tack coat or hot asphalt concrete.

The Contractor's equipment, and personal vehicles of the Contractor's employees, shall not be parked on the traveled way nor on any section where traffic is restricted at any time.

When material excavated for substructure construction is placed adjacent to the trench or excavation, it shall be placed in such manner as to economize space and minimize interference with traffic. If necessary, such material shall be confined by suitable bulkheads or other devices. If the street is not of sufficient width to hold excavated material without using part of an adjacent walkway, a passageway at least one-half the width of such walkway shall be kept open at all times.

The Contractor shall cooperate with the City in locating all traffic control devices required. If the Contractor fails to promptly provide traffic control devices as required under this Section, the City may, at its option, so provide them at the Contractor's expense. The Contractor shall pay to the City, or the City may deduct, the cost of such work from any moneys due the Contractor from the City.

702-4 PUBLIC RELATIONS, CONSTRUCTION PHASING, AND ACCESS

Where applicable, project construction shall be phased to facilitate safe and efficient traffic flow, and to maintain public relations and minimize the inconvenience to the public.

702-5 MEASUREMENT AND PAYMENT

Measurement and payment for traffic control, construction signing, and traffic control maintenance, including special traffic advisory signs, complete in place, will be made at the contract lump sum price bid as shown in the Bid Schedule.

The above price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary for traffic control, construction signing and traffic control maintenance, complete in place, including preparation of traffic control plans, notices, signs, barricades, delineators, sign relocations and maintenance, flaggers, and auxiliary police services, as specified in the SSPWC and these Special Provisions, and as directed by the City.

SECTION 703

STORMWATER POLLUTION CONTROL

(Bid Item No. 2)

703-1 DESCRIPTION

The Contractor shall take all necessary steps during the project construction period to prevent or reduce discharge of pollutants from the work sites to the City storm drain system utilizing the following prevention measures:

- Maintain clean work sites through good housekeeping measures and regular clean-up and disposal of all debris, storage materials, saw-cut slurry, waste, etc.
- Eliminate discharge of sanitary water/septic waste to storm drain system by providing convenient and well maintained facilities, and regular service and disposal.
- Manage and operate construction vehicles and equipment in a manner to prevent leaks, spills, and waste.
- Prevent and control the discharge of:
 - Soil Sediments
 - Concrete and mortar waste
 - Asphalt and bituminous materials
 - Chemicals from treated wood products
 - Paints, solvents, adhesives, and cleaning solutions
 - Soil, trimmings, and garden chemicals
 - Construction water from collecting and transporting pollutants
 - Saw-cut slurry materials
- Prevent pollution of the storm drain system during import, export, stockpiling, and spreading or grading of earthwork materials.

For more detailed information and specifications for stormwater pollution control at construction sites, refer to document entitled, "Stormwater Pollution Control Guidelines for Construction Sites," which by reference forms a part of these Special Provisions and is available at the Public Works counter.

To assure achieving the above requirements, a Stormwater Pollution Control Plan (SWPCP) shall be submitted with the contract documents at least one week prior to the Pre-Construction Conference for the City's review. The SWPCP shall include the Contractor's proposed provisions for diverting and controlling water around the project site, and the prevention of pollutant discharge as described

herein. For more information contact the City's NPDES Coordinator at (805) 517-6248

703-2 MEASUREMENT AND PAYMENT

The measurement and payment for Stormwater Pollution Control will be paid for at the contract lump sum price bid as shown in the Bid Schedule.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and for doing all the work involved and necessary to accomplish the prevention and control of pollutant discharge to stormwater, including good housekeeping practices, containment of waste, control of construction site perimeter, vehicle and equipment management, management of concrete and mortar products, management of asphalt and bituminous products, stockpiles, paint, solvents, solutions, dust control, and the preparation of the SWPCP, complete, as specified in these Special Provisions, and as required by the federal NPDES for Stormwater Pollution Control Program, and as directed by the City.

SECTION 704

PAVEMENT SURFACE PREPARATION

(Bid Item No. 3)

704-1 GENERAL

Prior to placement of any Slurry Seal, minor failures, such as cracks 1/8-inch wide or wider at the pavement surface, shall be repaired. This repair work shall consist of weed removal, crack cleaning and sealing, and patch cracks greater than 1-inch wide, pavement spalls, and potholes by hand placing and compacting with asphalt concrete hot mix. Where cracks have formed, and the pavement has been raised creating a ridge, the Contractor shall remove the ridge by chipping, grinding, or a method approved by the City, prior to filling the crack. Vacuum or air generated type sweepers shall be used for surface preparation. Mechanical type sweepers shall not solely be used.

704-2 CRACK SEALING

This work shall consist of routing and filling all cracks 1/8-inch wide or wider in asphalt concrete pavement to receive slurry seal. Cracks shall be filled with sealant material, meeting the following specifications. Excess crack sealing materials shall be removed from the pavement surface by cold milling as directed by the City.

704-2.1 Routing

All cracks in the asphalt concrete pavement receiving sealant shall be routed by mechanical means to a minimum width of 1/2 inch and 3/4 inch deep.

704-2.2 Blowing of Cracks

All cracks in the asphalt concrete pavement receiving sealant shall be blown clean and free from dirt, debris and vegetation with compressed air at not less than 100 psi.

704-2.3 Sealing

All properly prepared cracks shall be sealed by inserting a nozzle into the crack and filling it from the bottom up with the approved sealant material, meeting the following specification.

<u>TEST PARAMETER</u>	<u>SPECIFICATION LIMITS</u>
Cone Penetration (ASTM D3407)	15 – 45
Resilience (ASTM D3407)	30% min.
Softening Point, (ASTM D36)	200°F min.
Ductility, 77°F (ASTM D113)	30 cm-min.
Flexibility (Crafco Procedure)	Pass @ 30°F
Asphalt Compatibility (ASTM D3047)	Pass
Bitumen Content (ASTM D3407)	60% min.
Tensile Adhesion (ASTM D3583)	400% min.
Safe Heating Temperature	400°F
Recommended Pour Temperature	380°F
Brookfield Viscosity, 375°F (ASTM D3236)	4000 - 15000 cp

704-2.4 Squeegeeing

After filling the cracks with the sealant, they are to be squeegeed with a "U" shaped squeegee. The sealant shall not be left flush with the adjacent pavement surface but remain down ¼ inch below the adjacent pavement surface.

704-2.5 Equipment

The router shall be a two wheeled, impact router.

The sealant machine shall be a double boiler heat system capable of heating the sealant to the manufacturer's recommendations without placing direct heat on the sealant.

The compressor shall be a compressor capable of providing a minimum of 100 psi at the nozzle for removal of any debris, dirt or vegetation remaining in the cracks after the routing.

The squeegee shall be a "U" shaped, rubber footed tool capable of leaving the sealant ¼ inch below the adjacent pavement surface, and without leaving excess material in the cracks and any material on the adjacent pavement after filling.

704-3 GRASS AND WEED KILLING

At least one (1) week prior to crack sealing, any existing grass and weeds shall be destroyed by application of weed killer. The application shall be performed by a person or firm licensed for this type of work, using the chemical "Roundup" for the contact kill (including application of the identification dye) and the chemical "Oust" as the pre-emergent and long lasting kill, or approved equal.

The pre-emergent herbicide selected was recommended by a State of California licensed pest control advisor and the application is approved for use in California.

704- 4 MEASUREMENT AND PAYMENT

Measurement and payment for parking lot surface preparation, complete in place, will be made at the contract lump sum as shown in the Bid Schedules.

The above contract price and payment shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved and necessary for street surface preparation, complete in place, including all crack cleaning, routing, sealing, grass and weed killing and removal, pothole repairs, and disposal of all extraneous materials and debris, as shown on the Plans, as specified in the SSPWC and these Special Provisions, and as directed by the City.

SECTION 705

PAVEMENT MILLING

(Bid Item No. 4)

705-1 SCOPE

The existing pavement adjacent to existing curbs, gutters, cross gutters or at the ends of overlays, and at bridge approaches shall be cold planed as specified herein. Limits, depths and dimensions of pavement milling are designated, herein, or on the Plans.

705-2 EQUIPMENT

The machine used for milling shall have performed satisfactorily on similar work and shall meet the following requirements:

The milling machine shall be specially designed and built for milling of bituminous pavements without the addition of heat. It shall have the ability to mill Portland Cement Concrete patches in the bituminous pavement or Portland Cement Concrete pavements. The cutting drum shall be a minimum of thirty (30) inches wide and shall be equipped with carbide tip cutting teeth placed in a variable lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of 0 to 40 feet per minute; it shall be self-propelled and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be capable of removing the material next to the gutter of the pavement being reconditioned and so designed that the operator thereof can at all times observe the milling operation without leaving the controls. The machine shall be adjustable as to slope and depth.

The Contractor's attention is directed to Subsection 7-4.2 "Air Pollution Control" of the Standard Specifications.

705-3 CONSTRUCTION

After cold milling Contractor shall place asphalt concrete around all utility covers to serve as a smooth transition from the existing surface to the top of the cover. Contractor will be responsible for maintaining any temporary asphaltic fill material over these facilities until the final paving surface is installed.

Remaining material around utility covers and at gutter lips shall be removed to the depth of the adjacent milled surface after completion of milling. If pavement against utility covers, gutter lips, or other features, cannot be removed by the milling machine, Contractor shall use other means to remove this material.

The surface of pavement after milling shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than three-eighths (3/8) inch at any point. Milling may require more than one (1) inch removal of existing asphalt above gutter lips in addition to the required depth below the gutter lip due to prior overlays.

Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the milling machine, the Contractor shall use other means to remove this material.

705-4 REMOVAL AND DISPOSAL OF MATERIAL

During the milling operation, the Contractor shall sweep the street with mechanical equipment and remove all loosened material from the project site until completion of the removal work. The Contractor shall take all necessary measures to avoid dispersion of dust.

All material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor at its expense. No material shall be stockpiled within City right-of-way. In addition to removing the cold milled asphalt concrete, the contractor shall remove any slurry seal or asphalt concrete which is adhered to the top of the adjacent gutter, cross gutter or spandrel.

705-5 TEMPORARY TRANSITIONS

In addition to the provisions of Subsection 302-5.2 of the SSPWC, the Contractor shall construct temporary pavement transitions at all vertical cold milled joints including but not limited to manhole and utility covers, structures, and driveway approaches prior to allowing traffic onto the cold milled areas. Temporary asphalt transitions shall be five (5) feet per one inch of vertical cold milling depth at the drop off edge of cold milled joint, measured perpendicular to the joint. Ramps shall be constructed the same day as cold milled, continuously maintained, and removed the same day as final overlay cap paving. Temporary pavement transitions shall be constructed on bond breaker material such that upon removal of the temporary pavement transition, a clean notch remains. The Contractor shall install "UNEVEN LANES" and "ROUGH ROAD" signs. Payment for construction, removal, and disposal of temporary asphalt concrete ramps shall be considered included in the item for cold milling.

705-6 PAYMENT

Milling on roadways to be milled shall be measured and paid for on a square foot basis. Payment will be made at the unit price bid on the basis of actual measured quantities of cold milling completed in accordance with the Plans and these Special Provisions. Other milling that may occur is paid for under Section 707-6. Such payment shall be considered full compensation for providing all labor and equipment and performing all work related to milling, including dust control and disposal of the material removed, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

SECTION 706

ASPHALT TACK COAT
(Not a Bid Item)706-1 DESCRIPTION

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to furnish and apply, complete in place tack coat in conjunction the asphalt concrete overlay and other asphalt paving work. All such work shall conform to the applicable provisions of the Standard Specifications, and these Special Provisions.

706-2 MATERIALS

The tack coat shall be asphalt grade PG 64-10.

706-3 APPLICATION

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard Specifications and these Special Provisions. The City will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° Fahrenheit in the shade.

Contractor shall clean the surfaces so that they are free of dirt and debris prior to the application of the tack coat. City Inspector shall approve surface prior to application of tack coat. The tack coat shall be applied only so far in advance of paving as is anticipated for that day's surfacing as permitted by the City Inspector. Any heated scarified recompacted pavement that is not overlaid and which becomes contaminated with dirt, debris, dust, etc., or is left overnight shall have a tack coat applied prior to overlaying.

Tack coat shall be applied to all vertical surfaces of existing pavements, curbs, gutters and construction joints in the surfacing against which additional material is to be placed, to a pavement to be surfaced and to other surfaces designated by the City Inspector. Any tack material deposited on concrete surfaces not to be overlaid with asphalt concrete will be removed within five (5) working days or the City will cause the work to be done and any cost incurred shall be deducted from contract retention monies due.

Tack coat shall be applied in one application at a rate of between 0.05 and 0.10 gallon per square yard of surface covered. Tack coat material shall be applied at minimum 350 degrees Fahrenheit (F) from a distributor truck with a heating element capable of raising the temperature at least 3 degrees F per hour.

The tack coat shall be applied by distributor equipment at a uniform rate. In areas inaccessible to the spray bar on the applicator truck, SS-1h emulsion may be substituted and applied from a hand wand at a rate of 0.08 gallons per square yard. In any case where emulsified material is used, the tack coat shall be allowed to completely break, that is turn completely black (not dark brown), prior to paving.

The area to which tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto adjacent surfaces. If the area is left unattended, then appropriate "fresh oil" signs must be posted. **The Contractor shall be responsible for resolving all claims related to asphalt materials splashed/tracked on vehicle, concrete, and private property.**

The Contractor shall be responsible for protecting existing storm drain catch inlets and to ensure that no tack coat spoils are sprayed into storm drain inlets.

No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete overlay, additional tack coat shall be applied, as directed by the City, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces, gutters and driveways shall be protected against disfigurement from the asphalt. Residue of the tack coat material shall be removed from curb faces, gutters and driveways by sandblasting to the extent required by the City.

706-4 PAYMENT

No separate payment will be made for work or other features as required and outlined in this Section, "Asphalt Tack Coat." Full compensation for such work and features shall be considered included in the price bid for "Remove and Replace Asphalt Concrete" and "Asphalt Overlay" and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

SECTION 707

ASPHALT CONCRETE OVERLAY

(Bid Item No. 5)

707-1 GENERAL

The work shall consist of furnishing, spreading, and compacting asphalt concrete pavement at locations indicated in Appendix 4 for asphalt repaving.

707-2 MATERIALS

Materials used shall be Asphalt Concrete a minimum of one and one-half inches (1.5") thick and shall be Class C2 PG 64-10, as specified in Subsection 203-6 of the Standard Specifications.

707-3 CONSTRUCTION

Asphalt concrete shall be constructed as specified in Section 302-5 of the Standard Specifications. Wheel stops at all locations where applicable, are to be removed and replaced with new wheel stops in the same locations.

707-4 DISTRIBUTION AND SPREADING

Placement of asphalt concrete shall be in conformance with Subsection 302-5.5 of the Standard Specifications and these Special Provisions.

No longitudinal joints will be allowed.

The Contractor shall designate staging areas approved by the Inspector for trucks to transfer trailers and perform clean out, if necessary. Trucks shall only use the approved designated areas for these purposes.

To avoid picking up loose rock in the project area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal, but not to the point of runoff. Diesel fuel will not be allowed on the project for oil down of equipment.

The provisions of Subsection 7-2.1 of the Standard Specifications are hereby incorporated into these Special Provisions, whereby incompetent operators shall be removed from the work. Indications of lack of experience, or unfamiliarity with the equipment or its operation will be considered incompetence.

The Contractor shall be responsible for protecting existing storm drain inlets, swales, and culverts to ensure that no sand, gravel, rock dust, tack coat, asphalt, or spoils from paving operations enter into storm drain inlets. All PCC, brick or

other decorative surfaces within 500 feet of the work limits that are to be crossed by trucks used to haul pavement material shall be covered with sand or other durable covering prior to placement of asphalt concrete.

The Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of pavement material spoils as directed by the City's Project Representative.

707-5 ROLLING

Rolling of asphalt concrete shall be in conformance with Subsection 302-5.6 of the Standard Specifications and these Special Provisions.

An extra breakdown roller shall be on site at all times, free of defects.

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

707-6 MEASUREMENT AND PAYMENT

Measurement and payment for remove and replace Asphalt Concrete Overlay, complete in place, shall be made at the contract unit price per square foot as shown in the Bid Schedules.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved in subgrade preparation, constructing asphalt concrete pavement as specified in the approved plans, Standard Specifications, and these Special Provisions.

SECTION 708

SLURRY SEAL

(Bid Item No. 6)

708-1 GENERAL

The slurry seal work consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the complete application of emulsion-aggregate slurry (Type II) as shown on plans and maps.

The material for the emulsion aggregate slurry shall conform to the requirements of Subsection 203-5 and 302-4 of the SSPWC, except as modified herein.

Wheel stops at all locations where applicable, are to be removed and replaced with new wheel stops in the same locations. The Contractor shall protect all metal manhole, survey monument vault covers, and water valve covers during the slurry application. After the slurry has been applied and cured, the Contractor shall remove all slurry material attached to manholes, survey monument vault covers, and water valve covers.

The Contractor shall provide such flaggers and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

708-2 MATERIALS

Emulsion - aggregate slurry shall be Type II. The amount and type of accelerator used shall be submitted to and approved in advance by the City.

Emulsified asphalt shall be Polymer modified quick-set type PM-CQS-1h.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the City before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the City. Any deviation from this process must have the prior approval of the City.

708-2.1 Aggregate

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA., or Equal. The use of gray or light-colored aggregate will not be allowed.

708-2.2 Polymer Modified Emulsion

Polymer modified emulsion-aggregate slurry shall conform to Table 7042.1. (A).

Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

Requirements for Polymer Modified Cationic Quick Setting Emulsions] (PMCQS1h)		
Properties	Min.	Max.
Test on Emulsions		
Viscosity SSF, @ 77°F	15.0	90.0
Sieve Test, %	--	0.3
Storage Stability, 1 day, %	--	1.0
Residue by Evaporation	57.0	--
Particle Charge	Positive	--
Tests on Residue from Evaporation Test		
Penetration, 77°F	40.0	90.0

Ductility, 77°F, cm	40.0	--
Absolute Viscosity @ 140°F, poise	2,250.0	--
Solubility in Trichloroethylene	97.0	--
Quantitative Test for Polymer Content Either;	18.0	--
Torsional Recovery, %		
Or	2.5	3.0
Polymer Content in Residue, wt %		

708-2.3 Test Reports and Certification

A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project.

708-3 EQUIPMENT

708-3.1 General

- A. Inspection: The Contractor shall provide the slurry application equipment for inspection at the site or other location acceptable to the City of least two working days prior to beginning work. Any equipment requiring repair or replacement as determined by the City shall not be used on the work until its condition is accepted by the City.
- B. Maintenance: All equipment shall be maintained in a good state of repair, i.e., no excessive oil leaks that could damage existing asphalt, concrete or landscaped areas. All equipment safety guards shall be in place, hydraulic hoses shall be in good condition. No equipment shall show potential danger to the crews, passing pedestrians and motorists. Failure to comply with this provision will be cause to have the equipment removed from the job. Equipment considered by the City to be critical to the operation including monitoring equipment such as meters and scales shall be operational at all times.
- C. Temperature Measuring Devices: All emulsion storage facilities shall have temperature-measuring devices. Temperature measuring devices shall be operational at all times when the storage facility is in use.

708-3.2 Trucks

Transit trucks shall not be used.

The Contractor shall furnish and continuously operate a minimum of three (3) trucks with approximately fourteen (14) ton capacity for each scheduled workday. The number of trucks used each day shall be as shown on the approved schedule unless otherwise approved in advance by the City. Failure by the Contractor to adhere to this requirement will cause the City to sustain additional inspection costs to be determined by the City which will be deducted from any compensation due the Contractor.

All trucks which the Contractor proposes to use that exceed the legal limit are required to have overweight permits from the City.

Prior to the beginning of slurry operations, Contractor shall furnish, at no cost to the City, a licensed weigh master's certificate indicating the net weight capacity of the aggregate bin for each truck and the empty weight of the truck. The certificate shall be dated no more than 60 days prior to construction.

708-3.3 Slurry Spreader Box

The Slurry Spreader Box shall be equipped with a steering device and suitable drag to erase ridges. The drag rubber shall be new at the beginning of the contract and shall be maintained in a good state of repair throughout the contract. A minimum 2-foot length of burlap material shall be attached to the entire width of the drag.

708-3.4 Continuous Flow Mixer

Continuous flow mixers shall conform to SSPWC Sec. 302-4.2.2. and shall be equipped with a fines feeder for addition of accelerator and a thermometer for indicating emulsion temperature.

708-3.5 Sweepers

Street sweepers for pre-slurry application cleaning shall be air-vacuum type approved in advance by the City. Post application cleaning may be performed by broom type sweepers approved in advance by the City.

708-3.6 Support Equipment

Support equipment such as front-end loaders and emulsion storage tank shall be in good working order and sized adequately to maintain the slurry seal work without interruption. Emulsion storage tank shall have a thermometer for indicating emulsion temperature.

708-4 APPLICATION

708-4.1 General

Except where otherwise indicated herein slurry seal application shall be in accordance with SSPWC Section 302-4.3.

No application of slurry shall occur until all pot holes are repaired, deep patching, skin patching, crack sealing or other preliminary pavement repairs have been completed, raised pavement markers removed; and pavement markings and striping removed by wet sand blasting. The surface of the pavement shall be thoroughly cleaned by sweeping or other means necessary to remove all loose particles of paving, all dirt and other extraneous material prior to the application of slurry. No slurry seal shall be placed before 8:30 a.m. nor after 2:00 p.m.

No street shall be closed to traffic for more than four (4) hours after being slurried, unless approved by the City.

No street shall be closed to traffic until immediately prior to slurry application.

Emergency vehicles shall be permitted to pass through the work area without delay at all times.

Slurry seal must be placed on alternate streets in a neighborhood to minimize inconvenience to the traveling public and local automobile parking.

Slurry shall be applied only when the temperature of the pavement is above 60° F and the atmospheric temperature is at least 60° F and rising unless otherwise directed. The slurry shall be properly proportioned, mixed, and spread evenly on the surface as specified herein and as directed. The cured slurry shall have a homogeneous appearance, fill all surface voids and penetrate cracks, adhere firmly to the surface and have a skid-resistant texture.

708-4.2 Stockpiling

- A. Contractor shall arrange with the City for appropriate areas for stockpiling and batching. The stockpile areas shall be thoroughly cleaned, removing all excess material and all material contaminated by spilled oil, and left with a neat, orderly appearance upon completion of slurry operations in that area.
- B. Stockpile within a private property requires the consent of the owner and owner's satisfactory completion of final cleanup/removal.
- C. Any damage done to these areas as determined by the City shall be

corrected by the Contractor to the satisfaction of the City prior to final payment.

- D. The Contractor shall stockpile all slurry constituents at the same site for the work in each area.

708-4.3 Preparation

- A. The Contractor shall fill cracks prior to application of the slurry as specified in Section 704 of these Special Provisions. Certain areas not appropriate for crack filling, as determined by the City, will need to be cleaned by the Contractor. These areas shall be cleaned by blowing out debris with high-pressure compressed air and the surrounding areas shall be swept the same day.
- B. Preparation shall include removal of pavement markers, trimming of interfering shrubbery and ground growth, removing trimmed vegetation, controlling nuisance water, and sweeping. Immediately prior to slurry application, the surface shall be cleaned of dust, dirt, oil, grease, vegetation and other foreign material.
- C. Contractor shall remove existing raised pavement markers and thermoplastic markings prior to the commencement of any slurry application.
- D. Any vegetation in the area of the slurry seal shall be removed.
- E. All concrete surfaces to be joined by the slurry seal with exception of longitudinal curb and gutter shall be covered prior to slurry application with tar paper or other approved material.
- F. All metal covers and survey markers within the street slurry seal areas shall be protected by the Contractor in order that the slurry seal will not adhere. The methods of protection shall be approved in advance by the City's Inspector. These areas shall be cleaned no later than twenty-four (24) hours or the following workday after the application of the slurry seal.

708-4.4 Mixing and Spreading

- A. The first sentence of Subsection 302-4.3.2 is hereby deleted and replaced with the following:

Slurry seal shall be placed only when the ambient temperature is above 60 degrees and rising. No slurry will be placed during inclement weather or the threat thereof. Contractor shall bear the

responsibility of cancellation of work on these days and shall be responsible for any damages which may arise from non-cancellation.

- B. The second paragraph of Subsection 302-4.3.2 is hereby deleted and replaced with the following:

The application of slurry shall be such that the Contractor complies with the restrictions in Section 702-3 herein.

- C. The following is hereby added to Subsection 302-4.3.2:

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, sufficient traffic control personnel and sufficient laborers for any handwork and cleanup.

- D. No slurry seal shall be placed on a wet street or crossing without the City's consent.
- E. In areas with existing asphalt berms, the slurry application shall include the entire berm.
- F. Intersections and commercial driveways shall be completed in two or more parts to allow ingress and egress to traffic.
- G. When necessary to provide vehicular or pedestrian crossing over the fresh slurry, the City will direct the Contractor to spread sufficient sand or rock dust on the affected area to eliminate tracking or damage to the slurry. Sand or rock dust used for this purpose shall be at the Contractor's expense. Slurry aggregate is not acceptable for this application. The texture and appearance of the sanded areas shall sufficiently match adjacent work or the area shall be repaired as required by the City at the Contractor's expense.
- H. Contractor shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh slurry that might sustain damage from such traffic. Any tracking of slurry seal on private property will be the responsibility of the Contractor to correct.
- I. The cost of cleanup and/or damage caused by vehicles tracking through the slurry seal shall be born solely by the Contractor.
- J. In lieu of the specified Sec. 302-4.3.2, slurry shall be applied with an overlap of the concrete gutter of 1" (1 inch). Any slurry material exceeding the 1" shall be removed by the contractor prior to completion of the project. The overlap dimension of the longitudinal

lap joint shall not exceed 6" (six inches) unless directed otherwise by the City.

- K. Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the City.
- L. The Contractor shall sweep all streets including gutters after slurry application. Additional sweeping may be required by the City at the Contractor's expense if the City determines that sufficient loose material is accumulating after the initial sweeping.
- M. The application rate shall not exceed 200,000 square feet per day on residential streets and 300,000 square feet per day on commercial streets. After 10 consecutive working days of operation, the Contractor may request that these spread rates be increased. In consideration of the Contractor's performance and in the interest of the project, the City may elect to allow this change.
- N. Revise Table 302-4.3.1 (A) to read for Type II Slurry: Type II slurry shall be applied at a rate between 1,400 square feet per ELT on very smooth surfaces and 1,100 square feet per ELT on extremely coarse surfaces as determined by the City.

708-4.5 Rolling

After application, all areas receiving slurry seal shall be rolled with a rubber-tire roller. Rolling shall be performed with two complete passes by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi and maintained so that the air pressure will not vary more than 5 psi from the designated pressure. Rolling shall be performed after slurry is applied and as soon as it sets up enough to support the roller and not pick up slurry on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

708-4.6 Test Sections

At least five (5) working days prior to commencement of work and prior to issuing notifications to property owners, Contractor shall perform test sections for review and approval by the City for slurry to be used in the contract. Test sections shall include pavement preparation, crack routing

and sealing, and cured slurry seal open to traffic all in conformance with these specifications.

The area of the test sections shall be at least 5,000 square feet. The test section locations shall be in the area of the work. The test section locations shall be in the area of the work and shall be completed prior to 11:00 a.m. to allow for minimum delay of test results. Test section locations shall be approved by the City prior to placing slurry.

If the tested materials and workmanship do not meet specifications, the Contractor shall arrange with the City for subsequent test section locations, sampling, testing and monitoring. All expenses to the City for subsequent test sections shall be reimbursed by the contractor by deduction from the contract price.

The Contractor shall not begin slurry application until the test sections have received written approval by the City. The approved mix design and test section results shall determine the mixing parameters for this project.

708-4.7 Monitoring

The Contractor shall facilitate the following testing and monitoring activities to be performed by the City:

- A. Obtaining load tickets for materials delivered to the stockpile sites (to be given to the City the same day the material is received).
- B. Obtaining tare and loaded weights for each load on each truck at the stockpile site. (Note: If the Contractor agrees to fill oil and water prior to weighing loaded trucks, the tare weight need only be taken as required by the City.)
- C. Obtaining measurements of emulsion and water added for each truck at the stockpile site.
- D. Obtaining volumetric measurements of rubberized slurry for each truck.
- E. Sampling for Wet Track Abrasion Testing at the work sites.
- F. Measurement of street area covered.
- G. Monitoring of work quality and traffic control.

708-5 MEASUREMENT AND PAYMENT

Measurement and payment for slurry seal, will be made at the contract unit price bid per Extra Long Ton (ELT) as shown in the Bid Schedules.

For the purposes of this contract, an Extra Long Ton (ELT) is made up of 2,000 pounds of dry aggregate, plus emulsified asphalt, accelerator or retardant, and water added at the rates and proportions required by Table 302-4.3.1 (A) of the SSPWC.

The above contract price and payment shall for slurry seal shall be considered as full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals for doing all the work involved and necessary for constructing slurry seal, complete in place, including disposal of all extraneous materials as shown on these plans, as specified in the SSPWC and these Special Provisions, and as directed by the City.

SECTION 709

REMOVE & REPLACE 4" ASPHALT CONCRETE

(Bid Item No. 7)

709-1 GENERAL

The work of Remove & Replace Asphalt Concrete consists of removing and replacing the existing asphalt concrete and base if necessary to a depth of 4-inches.

709-2 MATERIALS

Materials used shall be Asphalt Concrete as specified in Subsection 203-6 of the Standard Specifications. The class of combined aggregate grading and grade of asphalt shall be Class C2 PG 64-10.

709-3 CONSTRUCTION

The City shall mark the locations of each asphalt repair. The asphalt concrete shall be removed to a depth of four (4) inches. The edges of the removal area shall be neatly sawcut. Any removed material shall be removed from the site. If base rock is exposed, the surface shall be rolled.

Asphalt concrete shall be constructed as specified in Section 302-5 of the Standard Specifications.

Where asphalt is to be removed and replaced within the same location that has been disturbed by tree roots, the base shall be over excavated an additional 12 inches and any tree roots encountered removed.

709-4 DISTRIBUTION AND SPREADING

Placement of asphalt concrete shall be in conformance with Subsection 302-5.5 of the Standard Specifications and these Special Provisions.

No longitudinal joints will be allowed.

The Contractor shall designate staging areas approved by the City for trucks to transfer trailers and perform clean out, if necessary. Trucks shall only use the approved designated areas for these purposes.

To avoid picking up loose rock in the project area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal, but not to the point of runoff. Diesel fuel will not be allowed on the project for oil down of equipment.

The provisions of Subsection 7-2.1 of the Standard Specifications are hereby incorporated into these Special Provisions, whereby incompetent operators shall be removed from the work. Indications of lack of experience, or unfamiliarity with the equipment or its operation will be considered incompetence.

The Contractor shall be responsible for protecting existing storm drain inlets, swales, and culverts to ensure that no sand, gravel, rock dust, tack coat, asphalt, or spoils from paving operations enter into storm drain inlets. All PCC, brick or other decorative surfaces within 500 feet of the work limits that are to be crossed by trucks used to haul pavement material shall be covered with sand or other durable covering prior to placement of asphalt concrete.

The Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of pavement material spoils as directed by the City's Project Representative.

709-5 ROLLING

Rolling of asphalt concrete shall be in conformance with Subsection 302-5.6 of the Standard Specifications and these Special Provisions.

An extra breakdown roller shall be on site at all times, free of defects.

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

709-6 MEASUREMENT AND PAYMENT

Measurement and payment for remove and replace 4" asphalt concrete, complete in place, shall be made at the contract unit price per square foot as shown in the Bid Schedules.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals, and for doing all the work involved in subgrade preparation, constructing asphalt concrete pavement as specified in the approved plans, Standard Specifications, and these Special Provisions.

SECTION 710

REMOVE AND REPLACE CONCRETE CURB AND GUTTER

(Bid Item No. 8)

710-1 DESCRIPTION

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to remove and replace concrete curb and gutter at the locations indicated on the plans or as directed by the City.

All such work shall conform to the dimensions of the plans, the applicable provisions of the Standard Specifications, and these Special Provisions.

Existing concrete shall be sawcut full depth prior to excavation. In locations where the curb and gutter were cast monolithically with the sidewalk, the sawcut shall extend to the full depth required to assure complete separation of the curb from the sidewalk. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

Where curb and gutter is to be removed and replaced within the same location that has been disturbed by tree roots, the base shall be over excavated an additional 12 inches and any tree roots encountered removed.

The existing concrete to be replaced shall be removed and disposed of by the Contractor in accordance with the construction documents. The existing subgrade shall be compacted to 90% relative compaction and trimmed to the dimensions shown on the plans. All work shall comply with Section 300 of the Standard Specifications. Soil sterilization shall be performed in accordance with Section 301-1.2 of the Standard Specifications.

710-2 MATERIALS

Concrete shall conform to Section 201 of the Standard Specifications and shall be Class 520-C-2500.

710-3 CONSTRUCTION

Construction shall conform to Section 303 of the Standard Specifications and the following standard plans (see Appendix C).

Concrete Curb and Gutter

SSPWC 120-1, A2-150(6)

The new concrete facilities shall be placed as marked by the City. The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities. The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Contractor shall protect the work until the concrete has cured sufficiently to prevent vandalism (graffiti inscriptions) to the finished work. Vandalized concrete shall be removed and replaced at the Contractor's expense.

Where curb and gutter is to be removed and replace adjacent to pavement which is to remain in place, the asphalt concrete shall be sawcut and removed at least 12 inches away from the concrete. After concrete is placed and cured, roadway subgrade shall be compacted to 90% relative compaction and the void filled with asphalt concrete in lifts not to exceed 3 inches. A minimum of two lifts shall be used and the top lift shall be 1-1/2 inches thick.

After curing has been completed and forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

710-4 MEASUREMENT AND PAYMENT

Measurement and payment for the removal and replacement of concrete curb and gutter shall be made at the contract unit price per linear foot as shown in the Bid Schedules and shall be considered as full compensation for furnishing all labor, materials, equipment, tools, transportation and incidentals, and completing said work in accordance with the approved plans, Standard Specifications, and these Special Provisions.

SECTION 711

ADA RAMPS
(Bid Item No.9)711-1 DESCRIPTION

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to remove existing concrete curb ramps and replace at existing locations with ADA accessible curb ramps.

711-2 MATERIALS

Concrete for curb ramps shall conform to SSPWC 201-1.12 and shall be 4" thick.

711-3 CONSTRUCTION

Curb ramps on the site map attached as Appendix 3, to be constructed according to SSPWC as follows:

- Location A - Plan 111-4 Case B, Type 1.
- Location B - Plan 111-4 Case B, Type 1
- Location C – Plan 111-4 Case A, Type 1
- Location D – Plan 111-4 Case A, Type 1

Curb ramp length shall be modified to achieve 8.33% maximum slope if it is determined in the field that the existing finish grade elevations will cause the maximum slope to be exceeded. Modify to meet CBC requirements.

711-4 PAYMENT

Full compensation for such work and features shall be considered included in the price bid for ADA Ramps and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

SECTION 712

ADJUST UTILITY AND SURVEY MONUMENT COVERS

(Bid Item No. 10)

712-1 SCOPE OF WORK

All manhole, utility valve, sewer clean-outs, and survey monument covers shall be adjusted to finish grade after slurry seal and paving operations are completed as directed by the City. The work includes manhole frames, grates, covers, utility valve and survey monument covers. All covers shall be marked and protected as specified herein.

712-2 CONSTRUCTION

The Contractor shall mark, as approved by the City, and completely protect with heavy plastic or other suitable material, all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation, and approved by the City.

For all sewer manhole covers, if applicable, the Contractor shall ensure that the pick hole is clear of all asphaltic or fabric materials immediately after each stage of work, thus enabling identification of any sewer system back-up by the visible presence of effluent. The Contractor shall also scribe an "X" into the fresh pavement over all utility covers immediately after each stage of work, to assist crews in locating any covered manhole or valve.

All manhole, utility valve, and survey monument covers shall be raised to grade after construction of the final resurfacing materials. The length of time between paving and the raising of any given cover shall not exceed seven (7) days. Care shall be taken to keep frames and covers clean. Any materials that have adhered to the frames and covers shall be removed.

The concrete around the manholes shall be left 1-1/2" lower than the adjacent pavement. The surface shall be tack coated with 0.10 gallons per square yard and paved with Type D-3 asphalt concrete. Immediately after placement, the surface shall be sand sealed.

712-3 MEASUREMENT AND PAYMENT

Measurement and payment for adjusting utility and survey monument covers to finish grade will be made at the lump sum cost. The lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals for adjusting utility and survey monument covers in accordance with the Contract Documents.

SECTION 713

TRAFFIC SIGNING AND PAVEMENT DELINEATION

(Bid Item No. 11)

713-1 GENERAL

Traffic signing and pavement delineation shall consist of the restoration of the existing traffic striping and pavement markings, parking space markings, reflective and non-reflective raised pavement markers (including blue hydrant markers), providing traffic signs, and temporary lane line delineation. The Contractor shall locate and reference any existing pavement striping and marking prior to starting any work at any location. The pavement shall be delineated as specified in these Special Provisions, and as directed by the City.

The traffic signs, traffic paint, raised pavement markers, reflective materials, the application of new thermoplastic striping, and pavement markings, the installation of new raised pavement markers, and the removal of existing signs, striping, pavement markings and raised pavement markers shall conform to the provisions in the SSS Sections: 56, "Signs"; 84, "Traffic Stripes and Pavement Markings"; and 85, "Pavement Markers"; in addition to the Standard Plans, and these Special Provisions. The SSS Measurement and Payment clauses are hereby deleted.

713-2 REFLECTIVE AND NON-REFLECTIVE RAISED PAVEMENT MARKERS

Raised pavement markers shall be supplied and be placed in accordance with the SSS Section 85 and these Special Provisions, where applicable.

Pavement markers shall be the type and color shown on the Plans, and the work shall be in conformance with the SSS Subsection 85-1. A materials certificate of compliance will be required prior to the placement of any markers. Placement of the markers shall be in conformance with the provisions of the SSS Subsection 85-1.06. Pavement markers shall be in place no sooner than fourteen (14) days after the surface course of pavement has been opened for use.

713-3 PAVEMENT DELINEATION

Striping, pavement legends and symbols shall be thermoplastic and raised markers as shown on the plans. Striping, pavement legends and symbols shall not be placed until spotted and the spotting is approved by City. All striping and markings shall be completed within 14 days of completing the paving, ARAM or slurry seal.

Striping details, pavement legends and symbols shall conform to those in Caltrans Standard Plans, current edition. Pavement legends and symbols shall be white, unless noted otherwise.

All conflicting existing striping and pavement markers, which will not be covered by new construction shall be removed by wet sandblasting. Painted lines and markings shall be removed by wet sandblasting. In areas adjacent to the pavement overlay where existing striping must be revised to conform to a revised striping pattern on the overlay, conflicting striping shall be removed by wet sandblasting.

713-4 TRAFFIC SIGNS

All details and dimensions for traffic signs shall conform to the Caltrans Sign Specifications, Traffic Manual, Maintenance Manual, and Standard Plans and Standard Specifications. Copies are available from the Caltrans Central Publication Distribution Unit, 6002 Folsom Boulevard, Sacramento, CA 95819. All signs shall be reflectorized high intensity sheeting on 0.080 inch thick 5052H38 aluminum. Materials shall be certified by the manufacturer as meeting all applicable specifications.

Sign posts shall be 2-3/8 inch O.D., SCH. 40, galvanized steel pipe, except free-standing Type K markers may use wide flange metal posts. Sign installation hardware shall be vandal resistant. Wood posts and wide flange metal posts are not acceptable.

In dirt areas, sign posts shall be embedded 24-inches into an 8-inch diameter by 24-inch deep PCC foundation. In existing pavement areas, sign posts shall be driven 24-inches through a core-drilled hole and then grouted in place. In new pavement areas (paved medians and sidewalks), sign posts shall be driven 24-inches through a 6-inch diameter pavement sleeve and then grouted in place.

Prior to installation, the Contractor shall verify with the City the precise locations of all traffic signs.

Traffic signs to be relocated shall be removed and re-set on the existing posts/sleeves or better. It shall be the Contractor's responsibility to protect the signs and posts/sleeves during relocation for their re-use. Signs and posts/sleeves damaged during relocation shall be replaced at the Contractor's expense, in accordance with these Special Provisions.

713-5 TEMPORARY MARKINGS

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in the SSS Section 12-3.01, "General," and these Special Provisions. Nothing herein shall be construed as to reduce the

minimum standards specified in the Manual of Traffic Controls, or as relieving the Contractor from his/her responsibility as provided in the SSS Section 7-1.09, "Public Safety."

Lane line and/or centerline pavement delineation where pre-existing or shown to be installed in like kind shall be provided at all times for traveled ways open to public traffic. Whenever the work causes obliteration of any pavement delineation, temporary pavement delineation or permanent traffic stripes delineation of the appropriate color and detail shall be in place prior to opening the traveled way to public traffic. The delineation shall be placed in the location shown on the striping plans for permanent delineation (modified if necessary to provide a proper length transition to an adjacent Segment).

Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Temporary pavement delineation that is damaged from any cause during the progress of the work shall be immediately repaired or replaced by the Contractor at the Contractor's expense.

Temporary reflective pavement markers shall be applied in accordance with the manufacturer's recommendations. Butyl adhesive pads shall be used to apply temporary reflective pavement markers to the top layer of permanent surfacing or existing surfacing.

Temporary pavement delineation shall be maintained until replaced with the planned permanent pavement striping.

Full compensation for furnishing, placing, maintaining, and replacing (regardless of the number of times it is required) temporary pavement delineation, and for removal and disposal of the temporary reflective pavement markers shall be considered as included in the contract prices bid paid for the various items of work and no separate payment shall be made therefore.

Full compensation for removing and disposing of existing or temporary pavement markers shall be considered as included in the contract unit price bid for traffic signing and pavement delineation and no separate payment shall be made therefore.

713-6 THERMOPLASTIC PAVEMENT MARKING MATERIAL

Thermoplastic pavement marking materials and installation shall conform to SSS Section 84-2. Materials shall consist of extruded alkyd binder thermoplastic in conformance with State Specification 8010-19A.

713-7 MEASUREMENT AND PAYMENT

Measurement and payment for traffic signing, striping, pavement delineation, and raised pavement markers complete in place, will be made at the contract lump sum price bid for traffic lining and pavement delineation, as shown in the Bid Schedule. Reference is made to Appendix 3 for quantity calculations prepared by the City for the replacement of striping and markings. All bidders and the Contractor are advised that these quantities may not be accurate and that they should be confirmed by all bidders and/or the selected Contractor before determining the required scope of work for this Lump Sum bid item.

The above contract price and payment shall be considered as full compensation for furnishing all labor, tools, equipment, materials, transportation and incidentals, and for doing all the work involved and necessary for construction of traffic signing and pavement delineation, complete in place, as specified in the SSS and these Special Provisions.

Damage of any signs, posts or post sleeves as a result of the construction operations, shall be considered as included in the contract unit lump sum prices bid for other applicable items of work, and no additional compensation will be allowed therefore.

SECTION 714

PARKING LOT "C" IMPROVEMENTS

(Bid Item No. 12)

714-1 DESCRIPTION

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to remove asphalt concrete and base materials, re-grade and repave the defined area per the plan documents in Appendix 1.

714-2 MATERIALS & CONSTRUCTION DETAILS

Per plans and details in Appendix 1.

714-3 PAYMENT

Full compensation for such work and features shall be considered included in the price bid for Parking Lot "C" Improvements and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

SECTION 715

AVCP ENTRY IMPROVEMENTS

(Bid Item No. 13)

715-1 DESCRIPTION

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to remove asphalt concrete and base materials, re-grade and repave the defined area per the plan documents in Appendix 2.

715-2 MATERIALS & CONSTRUCTION DETAILS

Per plans and details in Appendix 2.

715-3 PAYMENT

Full compensation for such work and features shall be considered included in the price bid for AVCP Entry Improvements and no additional compensation will be allowed therefore. Such payment shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Special Provisions.

SECTION 716

POROUS ASPHALT PAVEMENT

(in place of non-porous Asphalt Concrete at Monte Vista Nature Park only)

LIST OF APPENDICES

APPENDIX 1

Parking Lot "C" Repairs

APPENDIX 2

AVCP Park Entrance Improvements

APPENDIX 3

List of Sites / Quantities

APPENDIX 4

Location Maps

APPENDIX 5

SSPWC – Curb Ramp Detail

APPENDIX 6

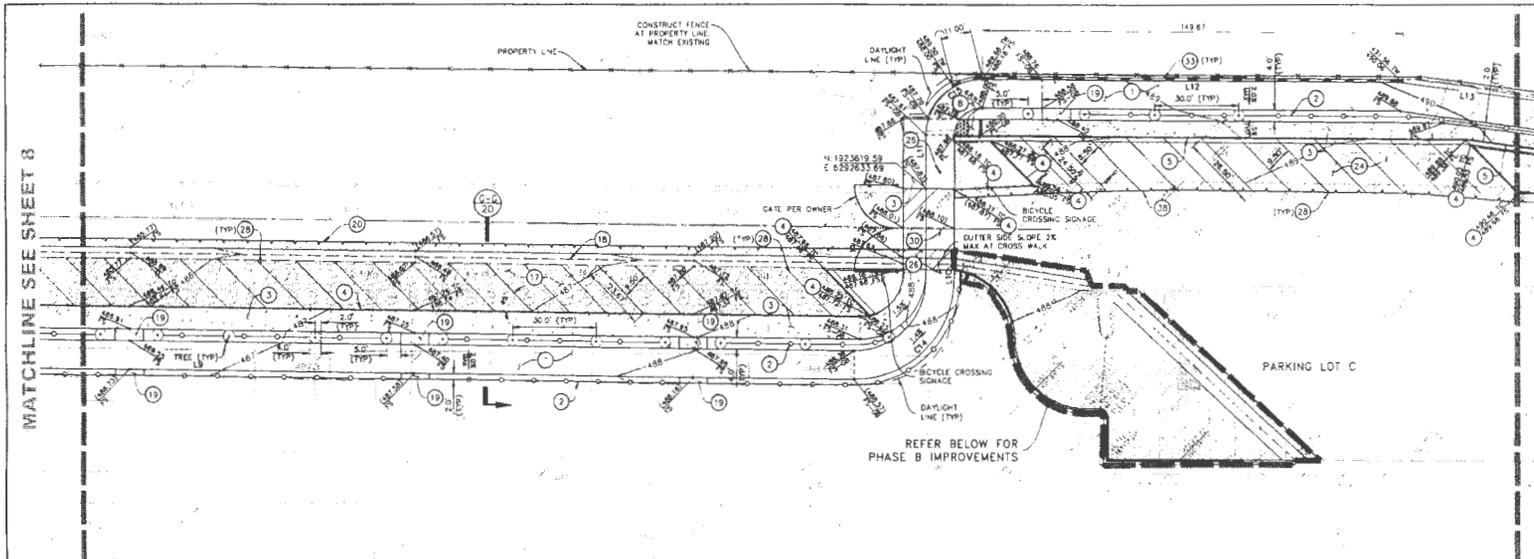
Ventura County Air Pollution Control District Rule 55, Fugitive Dust

APPENDIX 1

PARKING LOT “C” REPAIRS

Improvements that are subject to this bid are in the marked area (dashed line) only.

Other improvements on the attached plans are not a part of this bid.



CONSTRUCTION NOTES

- 1 CONSTRUCT PERVIOUS AC PAVEMENT BKE FINAL PER DETAIL "A", SHEET 17
- 2 DECORATIVE FENCE PER DETAIL "D", SHEET 19
- 3 CONSTRUCT 4" PCC PAVEMENT PER DETAIL "C", SHEET 17
- 4 CONSTRUCT 6" CURB PER SPWIC PLAN 120-2, TYPE A1-B
- 5 CONSTRUCT 6" CURB WITH 18" OUTER PER SPWIC PLAN 120-2, TYPE A2-B
- 6 CONSTRUCT CURB RAMP PER SPWIC PLAN 111-3, CASE 1, TYPE 1 AND AS MODIFIED WITHIN THESE PLANS REFER TO GENERAL NOTE 1
- 7 CONSTRUCT 6" PERVIOUS PCC PAVEMENT PER DETAIL "D", SHEET 17
- 8 CONSTRUCT LONGITUDINAL GUTTER PER SPWIC PLAN 122-2, MODIFIED TO 1" FLOW DEPTH
- 9 CONSTRUCT 10" WIDE 4" 7" CK CONCRETE INLET WITH 6-6x6" 4" W/4" W/4" LENGTH PER PLAN
- 10 SAWCUT EXISTING PAVEMENT 2' OFFSET OF PROPOSED OUTER EDGE WITH 1" WIDE 1.5" DEEP GRIND AND FEATHERED EDGE. FINAL PATCH SHALL BE 2" WIDE AC PAVING AND 1" OVERLAY (3" WIDE PATCH TOTAL) WITH TACK COAT. SEE SECTIONS A-A AND B-B, SHEET 20
- 11 CONSTRUCT AC PAVEMENT PER DETAIL "H", SHEET 17
- 12 CONSTRUCT REMOVABLE BOLLARD WITH EXTERNAL FACLOCK PER DETAIL "K", SHEET 18
- 13 CONSTRUCT PARKING STALL PER DETAIL "M", SHEET 18
- 14 CONSTRUCT CROSSWALK STRIPING PER CALTRANS STANDARD PLAN RSP 424F
- 15 CONSTRUCT CONCRETE BLOCK SLOUGH WALL PER SPWIC PLAN 622-3
- 16 SAWCUT EXISTING PAVEMENT WHERE SHOWN WITH 3" 1.5" DEEP GRIND AND FEATHERED EDGE BEYOND SAWCUT. FINAL PATCH SHALL BE 3" WIDE AC OVERLAY WITH TACK COAT TO MATCH EXISTING GRADE. SLOUGH TO SECTIONS A-A AND B-B, SHEET 20

GENERAL NOTES (GRADING PLAN)

1 CURB RAMP LENGTH SHALL BE MODIFIED TO ACHIEVE 0.33% MAXIMUM SLOPE IF IT IS DETERMINED IN THE FIELD THAT THE EXISTING FINISH GRADE ELEVATIONS WILL CAUSE THE MAXIMUM SLOPE TO BE EXCEEDED AS SHOWN ON PLANS. MODIFY TO MEET CBC REQUIREMENTS.

LINE TABLE

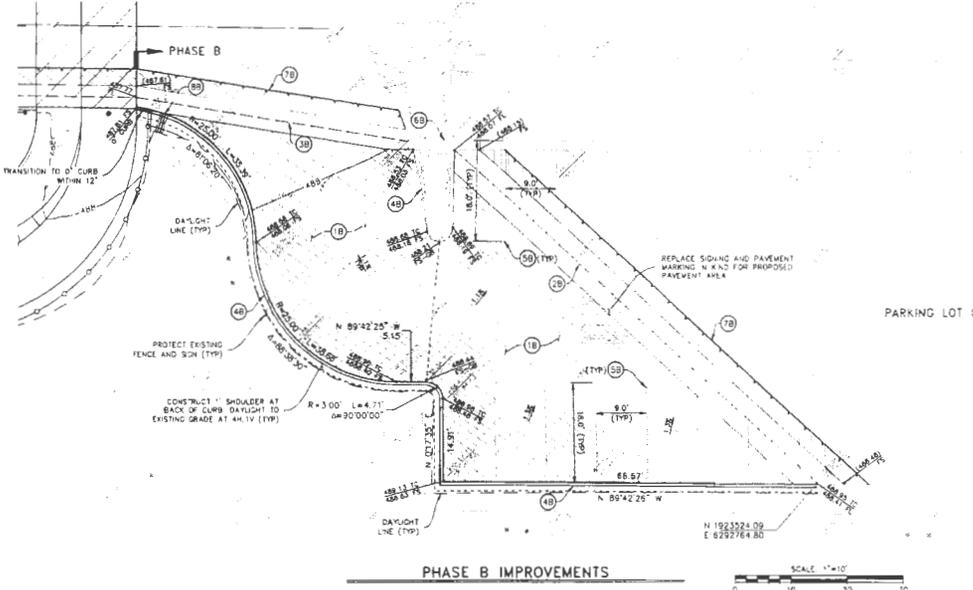
LINE	LENGTH	DIRECTION
L9	489.24	S88°17'10"E
L10	3.33	N0°02'52"E
L11	18.12	N0°00'21"W
L12	149.64	S88°33'28"E
L13	421.27	S82°17'54"E

CURVE TABLE

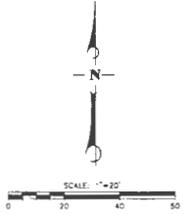
CURVE	DELTA	RADIUS	LENGTH
C14	90°39'58"	35.00'	35.38'
C15	90°26'53"	20.00'	31.57'

CONSTRUCTION NOTES -- PHASE B

- 18 CONSTRUCT AC PAVEMENT PER DETAIL "H", SHEET 17
- 19 CONSTRUCT CROSS GUTTER PER SPWIC PLAN 122-2, FOR STREET SLOPE LESS THAN 4%
- 20 CONSTRUCT LONGITUDINAL GUTTER PER SPWIC PLAN 122-2, MODIFIED TO 1" FLOW DEPTH
- 21 CONSTRUCT 6" CURB PER SPWIC PLAN 120-2, TYPE A1-B
- 22 CONSTRUCT PARKING STALL PER DETAIL "M", SHEET 18
- 23 REMOVE AND REPLACE EXISTING CURB AND GUTTER AS NECESSARY TO TRANSITION WITH CROSS AND LONGITUDINAL GUTTERS
- 24 SAWCUT EXISTING PAVEMENT 2' OFFSET OF PROPOSED OUTER EDGE WITH 1" WIDE 1.5" DEEP GRIND AND FEATHERED EDGE. FINAL PATCH SHALL BE 2" WIDE AC PAVING AND 1" OVERLAY (3" WIDE PATCH TOTAL) WITH TACK COAT. SEE SECTIONS A-A AND B-B, SHEET 20
- 25 CONSTRUCT CURB DRAIN PER SPWIC PLAN 130-3, CASE III INLET, MODIFIED WITH NO PARKWAY CAST R/W PIPE SHALL BE REPLACED WITH PVC SDR 35



PHASE B IMPROVEMENTS



NO.	DESCRIPTION OF REVISION	P.C.E.	APP'D.	DATE
1				
2				
3				
4				
5				

PREPARED BY:
Pentfield & Smith
 Engineering, Surveying, Planning
 & Construction Management
 127 Old Moor Park, Suite 200, Moorpark, CA 93893
 Phone: (805) 941-0708 Fax: (805) 941-0751
 SCOTT D. MICKS/STPH 63337 5/10/2014 1/17/2014
 ENGINEER'S NAME H.C.E. No. EXP. DATE DATE

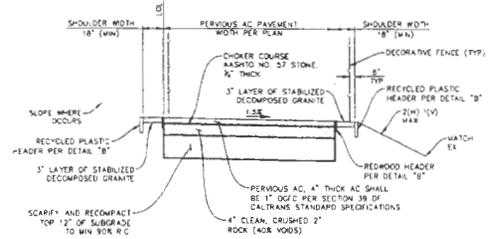
DESIGNED BY: SDH
DRAWN BY: C. JES-ALP
CHECKED BY: BTJ
APPROVED BY: DAVID A. KLOTZ/ACE 55752 EXP. 12-31-2014
 ENGINEERING REVIEWED BY: DHT

CITY OF MOORPARK
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

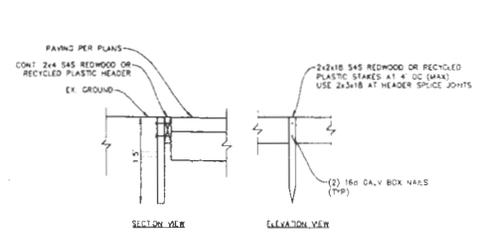
ARROYO VISTA COMMUNITY PARK
 RECREATIONAL TRAIL IMPROVEMENTS
 PARKS, RECREATION & COMMUNITY DISTRICT
SITE GRADING SHEET

GRADING PERMIT NO.
 ENGINEERING PROJECT NO.

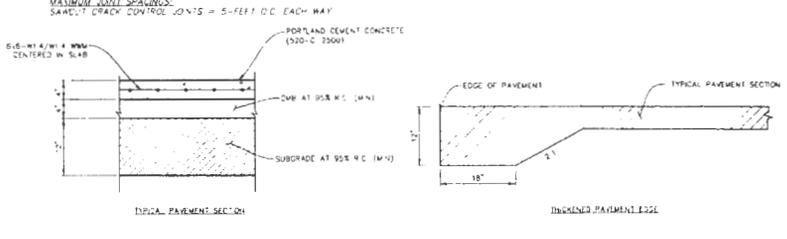
SHEET 9
 OF 20
 DRAWING NO. 14-M-10889



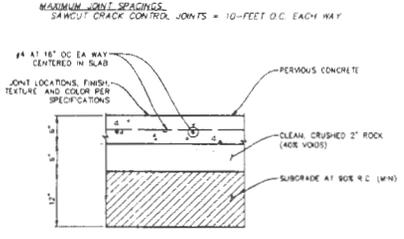
TYPICAL PERMEABLE AC PAVEMENT BIKE TRAIL SECTION (A)
SCALE: N.T.S.



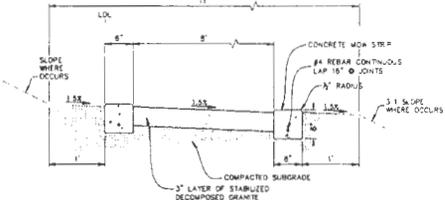
REDWOOD/RECYCLED PLASTIC HEADER DETAIL (B)
SCALE: N.T.S.
NOTE: MATERIALS AND INSTALLATION PER SSPWC 317-1.5 AND 308-3



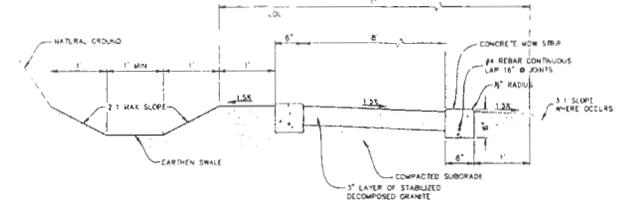
PCC PAVEMENT SECTION (PEDESTRIAN USE) (C)
SCALE: N.T.S.



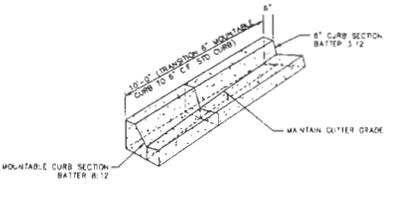
PCC PAVEMENT SECTION (VEHICULAR USE) (D)
SCALE: N.T.S.



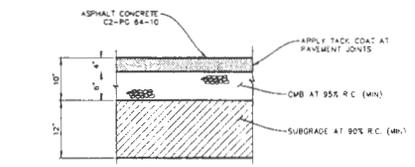
DECOMPOSED GRANITE PATH SECTION (E)
SCALE: N.T.S.



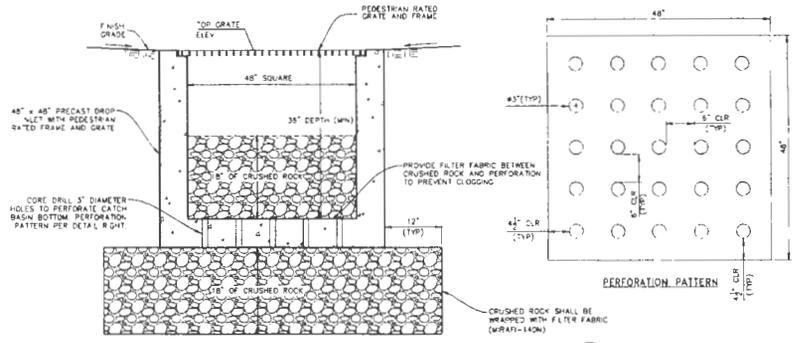
DECOMPOSED GRANITE PATH SECTION WITH SWALE (F)
SCALE: N.T.S.



MOUNTABLE CURB AND GUTTER TRANSITION (G)
SCALE: N.T.S.

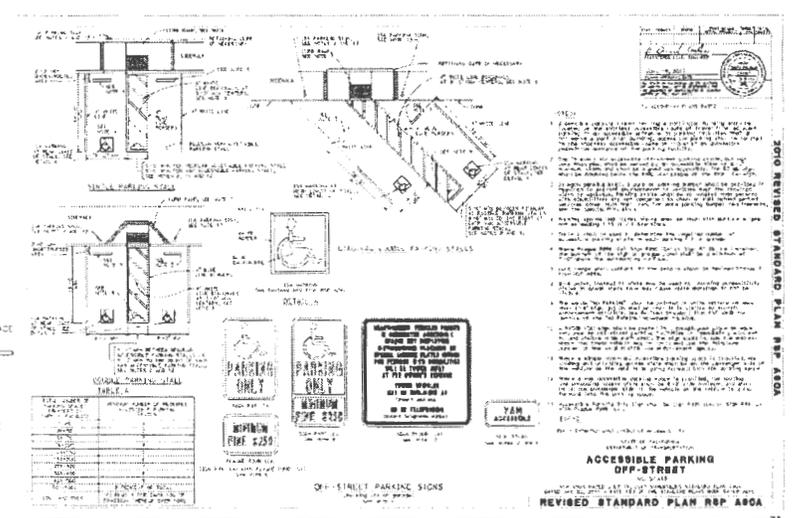
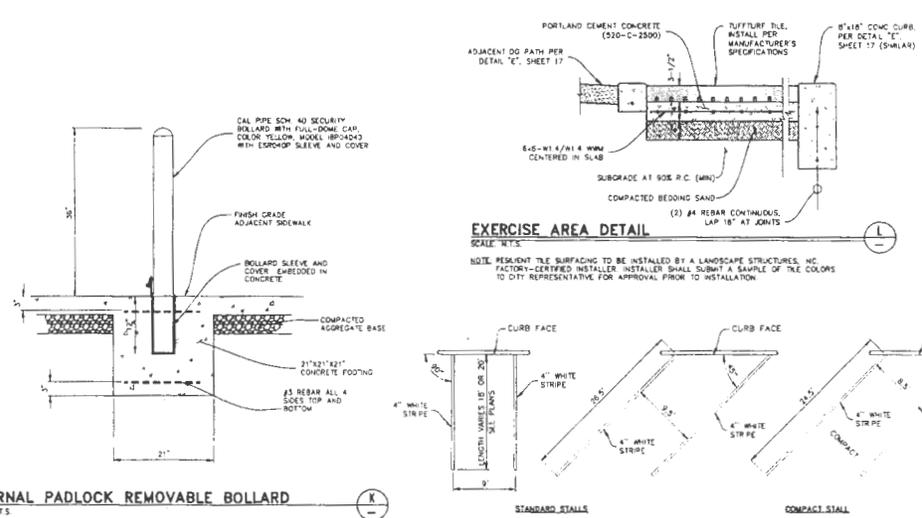
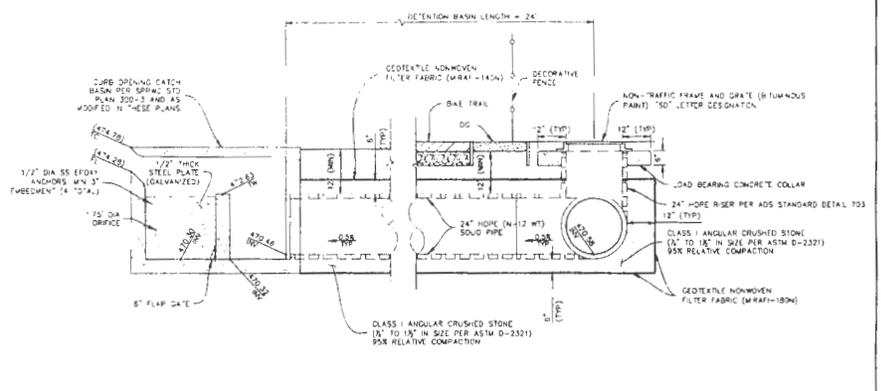
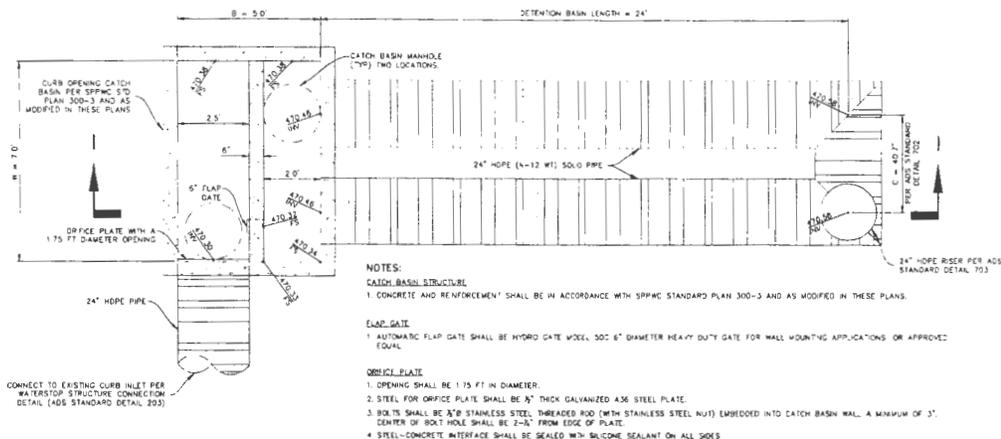


AC PAVEMENT SECTION (H)
SCALE: N.T.S.



DRYWELL DETAIL (I)
SCALE: N.T.S.

	PREPARED BY: Scott D. Meekstred Engineering, Surveying, Planning & Construction Management	DESIGNED BY: SDV		CITY OF MOORPARK PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	GRADING PERMIT NO.	ARROYO VISTA COMMUNITY PARK RECREATIONAL TRAIL IMPROVEMENTS PARKS, RECREATION & COMMUNITY DISTRICT CONSTRUCTION DETAILS	SHEET 17 OF 20 DRAWING NO. 14-M-1089
	CHECKED BY: J. LAURENTOX	ENGINEERING REVIEWED BY: DAVID A. KLOTZ			ENGINEERING PROJECT NO.		



EXTERNAL PADLOCK REMOVABLE BOLLARD
SCALE: N.T.S.

TYPICAL PARKING STRIPING
SCALE: N.T.S.

ACCESSIBLE PARKING DETAIL
SCALE: N.T.S.

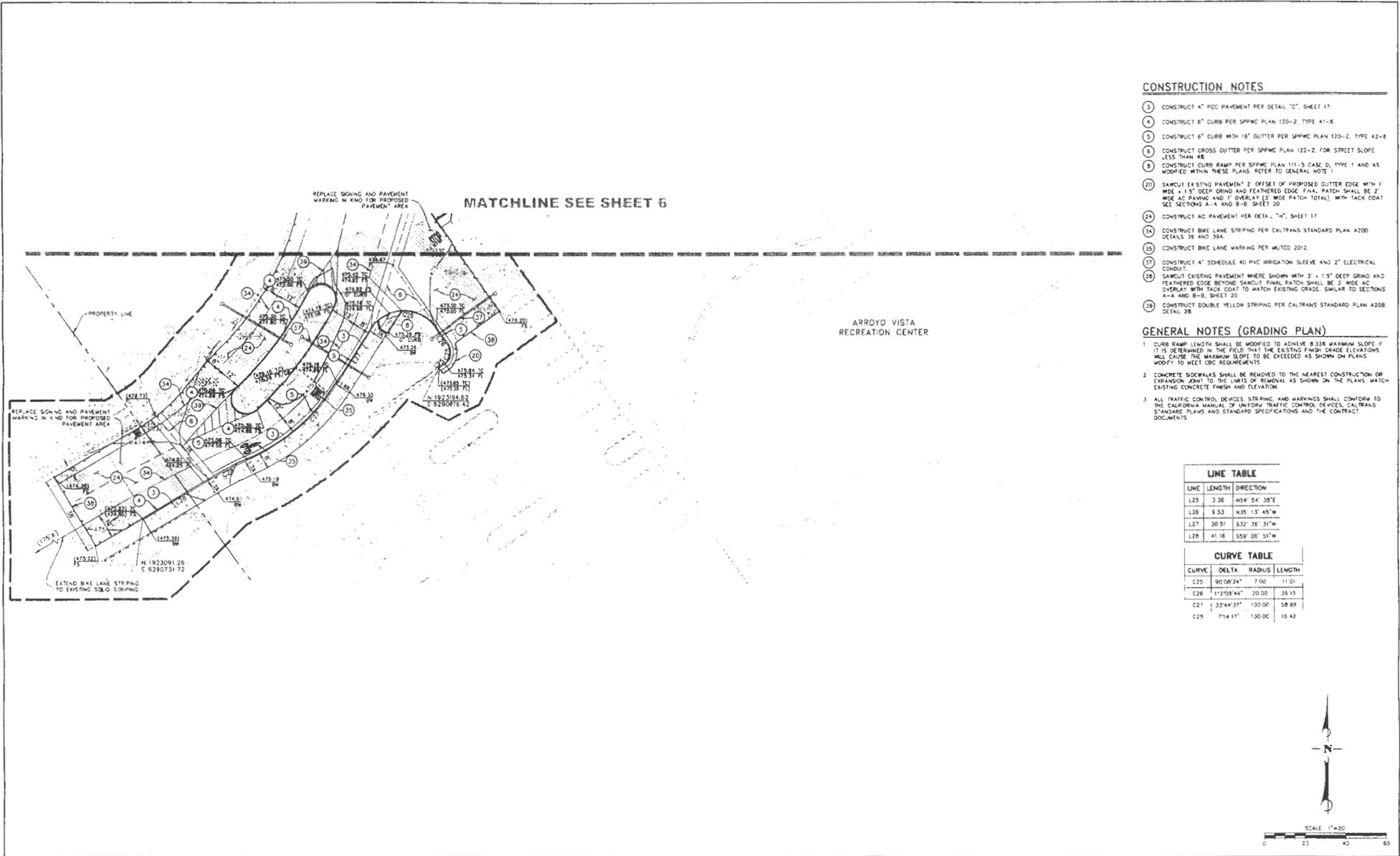
	PREPARED BY: Scott E. Weeks 1271 De Soto Road, Suite 202, Covington, LA 70011 Phone: (504) 881-6700 Fax: (504) 881-6291 SCOTT E. WEEKS/PROJ- 53352 E/S/12/2014 1/12/2014 ENGINEER'S NAME U.C.L. NO. EXP. DATE DA/L	DESIGNED BY: SOW DRAWN BY: TSO: SJA CHECKED BY: BTJ ENGINEERING REVIEWED BY: DAVD A. G/07 E DATE RCE 5/27/2 EXP 12/31/2714		CITY OF MOORPARK PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	GRADING PERMIT NO.	ARROYO VISTA COMMUNITY PARK RECREATIONAL TRAIL IMPROVEMENTS PARKS, RECREATION & COMMUNITY DISTRICT CONSTRUCTION DETAILS	SHEET 18 OF 20 DRAWING NO. 14-MA-10982
					ENGINEERING PROJECT NO.		

APPENDIX 2

AVCP ENTRY IMPROVEMENTS

Improvements that are subject to this bid are
in the marked area (dashed line) only.

Other improvements on the attached plans
are not a part of this bid.



CONSTRUCTION NOTES

- 1 CONSTRUCT 4" PCC PAVEMENT PER DETAIL "C", SHEET 17.
- 2 CONSTRUCT 6" CURB PER SPWMC PLAN 120-2, TYPE A1-B.
- 3 CONSTRUCT 6" CURB WITH 18" GUTTER PER SPWMC PLAN 120-2, TYPE A2-B.
- 4 CONSTRUCT CROSS GUTTER PER SPWMC PLAN 122-2, FOR STREET SLOPE LESS THAN 4%.
- 5 CONSTRUCT CURB RAMP PER SPWMC PLAN 111-3 CASE D, TYPE 1 AND AS NOTED WITHIN THESE PLANS. REFER TO GENERAL NOTE 1.
- 20 SAWCUT EXISTING PAVEMENT 2" OFFSET OF PROPOSED GUTTER EDGE WITH 1" WIDE x 1.5" DEEP GRIND AND FEATHERED EDGE. FINAL PATCH SHALL BE 2" WIDE AC PAVING AND 11" OVERLAY (3" WIDE PATCH TOTAL), WITH TACK COAT. SEE SECTIONS A-A AND B-B, SHEET 20.
- 21 CONSTRUCT AC PAVEMENT PER DETAIL "H", SHEET 17.
- 22 CONSTRUCT BIKE LANE STRIPING PER CALTRANS STANDARD PLAN A200 DETAILS 38 AND 39A.
- 23 CONSTRUCT BIKE LANE MARKING PER MUTCD 2012.
- 24 CONSTRUCT 4" SCHEDULE 40 PVC IRRIGATION SLEEVE AND 2" ELECTRICAL CONDUIT.
- 25 SAWCUT EXISTING PAVEMENT WHERE SHOWN WITH 3 x 1.5" DEEP GRIND AND FEATHERED EDGE BEYOND SAWCUT FINAL PATCH SHALL BE 3" WIDE AC OVERLAY WITH TACK COAT TO MATCH EXISTING GRADE. SIMILAR TO SECTIONS A-A AND B-B, SHEET 20.
- 26 CONSTRUCT DOUBLE YELLOW STRIPING PER CALTRANS STANDARD PLAN A200 DETAIL 28.

GENERAL NOTES (GRADING PLAN)

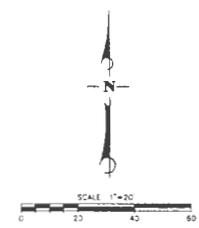
- 1 CURB RAMP LENGTH SHALL BE WOODED TO ACHIEVE 8.33% MAXIMUM SLOPE IF IT IS DETERMINED IN THE FIELD THAT THE EXISTING FINISH GRADE ELEVATIONS WILL CAUSE THE MAXIMUM SLOPE TO BE EXCEEDED AS SHOWN ON PLANS WOODED TO MEET CBC REQUIREMENTS.
- 2 CONCRETE SIDEWALKS SHALL BE REMOVED TO THE NEAREST CONSTRUCTION OR EXPANSION JOINT TO THE LIMITS OF REMOVAL AS SHOWN ON THE PLANS. MATCH EXISTING CONCRETE FINISH AND ELEVATION.
- 3 ALL TRAFFIC CONTROL DEVICES, STRIPING, AND MARKINGS SHALL CONFORM TO THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS AND THE CONTRACT DOCUMENTS.

LINE TABLE

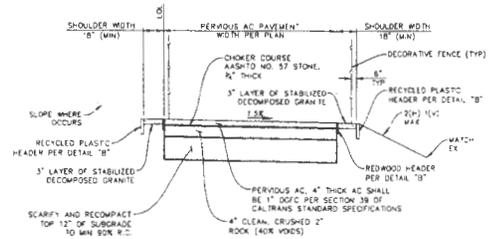
LINE	LENGTH	DIRECTION
L25	3.36	N54° 04' 38"E
L26	9.53	N35° 13' 45"W
L27	30.51	S32° 36' 31"W
L28	41.16	S59° 05' 51"W

CURVE TABLE

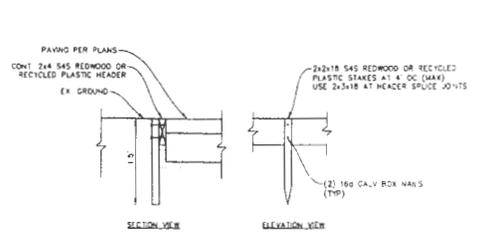
CURVE	DELTA	RADIUS	LENGTH
C25	90°08'24"	7.00	11.01
C26	112°59'44"	20.00	39.15
C27	35°44'31"	100.00	58.89
C28	7°44'17"	130.00	15.42



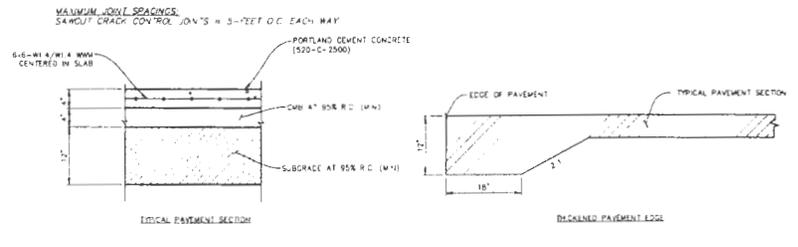
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5																			
4																			
3																			
2																			
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Δ	DESCRIPTION OF REVISION																		



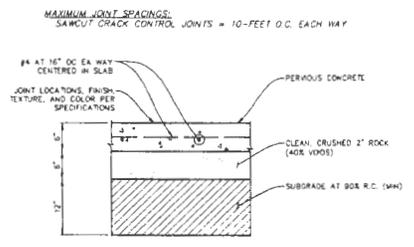
TYPICAL PERMEABLE AC PAVEMENT BIKE TRAIL SECTION (A)
SCALE: N.T.S.



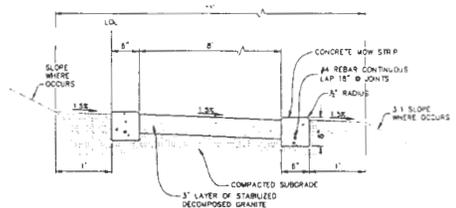
REDWOOD/RECYCLED PLASTIC HEADER DETAIL (B)
SCALE: N.T.S.
NOTE: MATERIALS AND INSTALLATION PER SSPMC 212-15 AND 308-3



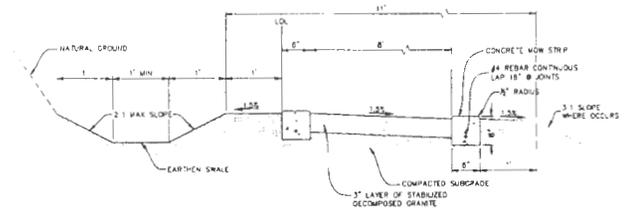
PCC PAVEMENT SECTION (PEDESTRIAN USE) (C)
SCALE: N.T.S.



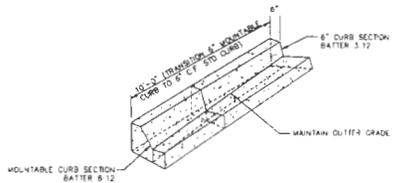
PCC PAVEMENT SECTION (VEHICULAR USE) (D)
SCALE: N.T.S.



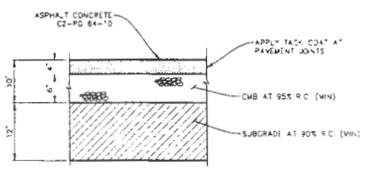
DECOMPOSED GRANITE PATH SECTION (E)
SCALE: N.T.S.



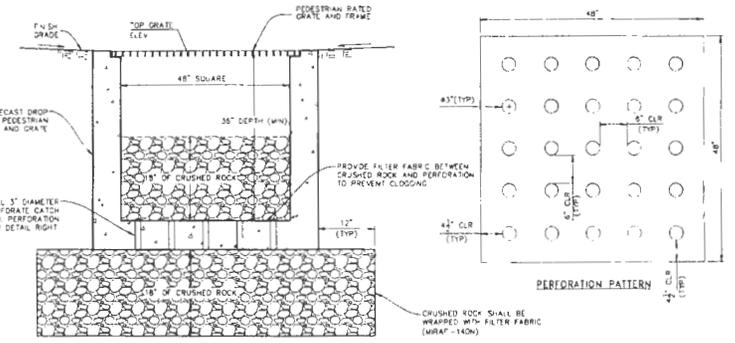
DECOMPOSED GRANITE PATH SECTION WITH SWALE (F)
SCALE: N.T.S.



MOUNTABLE CURB AND GUTTER TRANSITION (G)
SCALE: N.T.S.

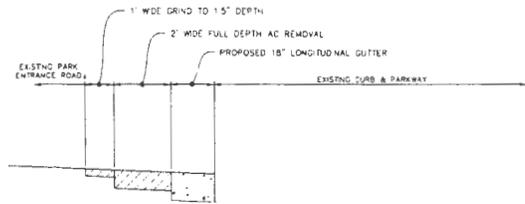


AC PAVEMENT SECTION (H)
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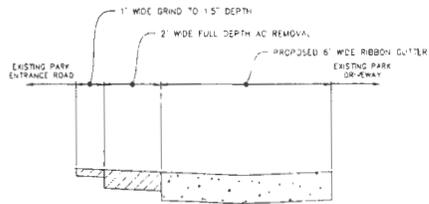


DRYWELL DETAIL (I)
SCALE: N.T.S.

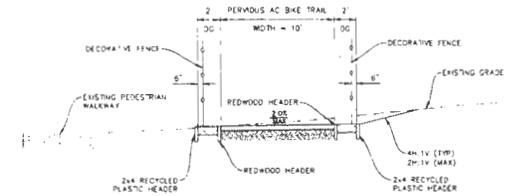
	PREPARED BY: 	DESIGNED BY: KDM		ENGINEERING REVIEWED BY: J.S. ALP	GRADING PERMIT NO. _____	ARROYO VISTA COMMUNITY PARK RECREATIONAL TRAIL IMPROVEMENTS PARKS, RECREATION & COMMUNITY DISTRICT CONSTRUCTION DETAILS	SHEET 17
	CHECKED BY: BSH	APPROVED BY: DAVID A. KLOTZ, F		DATE: 1/17/2014	ENGINEERING PROJECT NO. _____		OF 20
DESCRIPTION OF REVISED:		ENGINEER'S NAME:	DATE:	DATE:	PROJECT NO.	DRAWING NO.	14-MS-12882



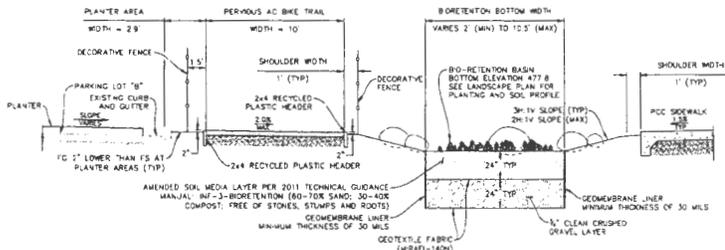
TYPICAL AC REMOVAL AT LONGITUDINAL GUTTER
SCALE: N.T.S.



TYPICAL AC REMOVAL AT DRIVEWAY/CROSS GUTTER
SCALE: N.T.S.

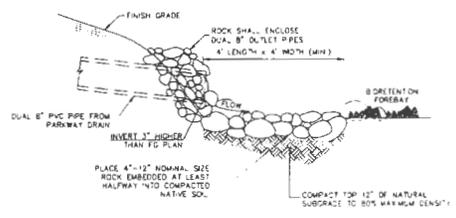


BIKE TRAIL SECTION
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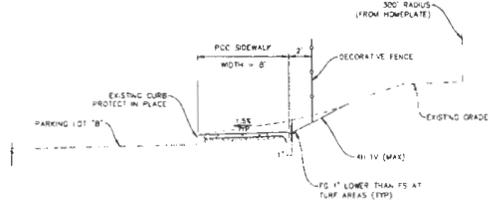
BIORETENTION SECTION
SCALE: N.T.S.

- NOTE:
1. PROVIDE SAMPLE CITY REPRESENTATIVE PRIOR TO INSTALLATION.
 2. FURNISH AND PLACE SEVEN 2", SEVEN 3", AND TWELVE 4" BOULDERS PER DIRECTION OF THE CITY REPRESENTATIVE.
 3. BOULDER COLOR SHALL BE TAN.
 4. PROVIDE PHOTOS TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.

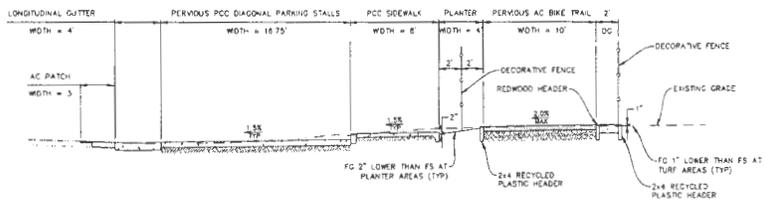


ROCK RIP-RAP DETAIL
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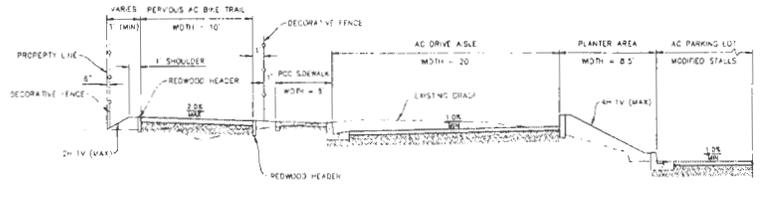
- NOTE:
1. ROCK AND BOULDER COLOR SHALL BE TAN.
 2. PROVIDE SAMPLE TO CITY REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
 3. FURNISH AND PLACE THREE 2" AND TWO 3" BOULDERS PER DIRECTION OF THE CITY REPRESENTATIVE.
 4. BOULDERS SHALL BE EMBEDDED IN COMPACTED NATIVE SOIL.



PEDESTRIAN WALKWAY SECTION
SCALE: N.T.S.



BIKE TRAIL/DIAGONAL PARKING SECTION
SCALE: N.T.S.



BIKE TRAIL/DRIVE AISLE SECTION
SCALE: N.T.S.

	PREPARED BY: Perifield & Smith Engineering, Surveying, Planning Construction Management 1371 Del Norte Road, Suite 400, (Orlando, FL 32810) Phone: (800) 361-0736 Fax: (407) 391-0737	DESIGNED BY: SDH	CITY OF MOORPARK PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	GRADING PERMIT NO.: ENGINEERING PROJECT NO.:	ARROYO VISTA COMMUNITY PARK RECREATIONAL TRAIL IMPROVEMENTS PARKS, RECREATION & COMMUNITY DISTRICT CONSTRUCTION DETAILS	SHEET 20 OF 20 DRAWING NO. 14-MI-10889
	DESCRIPTION OF REVISION:	APPROVED BY: SCOTT E. MECKS, P.E. 5/25/2014 1/17/2014 ENGINEER'S SEAL		CHECKED BY: MHP		ENGINEERING REVIEWED BY: DAVID A. KLOTZ, P.E. 12/31/2014

APPENDIX 3

LIST OF SITES AND QUANTITIES

ASPHALT REPAVE/SLURRY - 2014

Estimated Quantities

The quantities provided below are approximate. Contractor responsible for confirming quantities prior to bid submission. Contractor shall notify City by RFI due date if quantities need to be increased. No extra costs will be approved for increases in material quantities after bid submission. See Section 2-5.5 of the Standard Specifications

AVCP - 4550 Tierra Rejada Road

Lot A repave	50,000 sf	
Lot A striping (96 stalls)	96 ea	
Lot A striping (10 HC stalls)	10 ea	
Lot A wheel stops - R & R new	25 ea	
Lot A curb/planters (New 5'x5')	5 ea	
Lot A stop striping	1 ea	
Lot A misc. arrows	4 ea	
Lot A R&R 4" asphalt	4,225 sf	
Lot A R&R concrete curb	100 lf	
Lot A install ADA ramps (existing locations to current ADA standards)	4 ea	
Park Entry Improvements	per appendix 2	
Lot B Re-stripe (104 stalls)	104 ea	
Lot B Re-stripe (9 HC stalls)	9 ea	
Lot B Re-stripe (misc arrows)	1 ea	
Lot B Stop Striping	2 ea	
Lot C and D Re-stripe (306 stalls)	306 ea	
Lot C and D Re-stripe (misc/arrows)	25 ea	
Lot C repair drainage at access R&R	per appendix 1	
Lot D Re-stripe (14 HC stalls)	14 ea	

POINDEXTER PARK - 500 Poindexter Avenue

Parking lot Slurry Seal	26,136 sf	
Parking lot striping (63 stalls)	63 ea	
Parking lot striping (8 HC stalls)	8 ea	
Parking lot striping (stop)	2 ea	
Parking lot striping (misc./arrows)	4 ea	
Parking lot - Wheel stops - R & R new	31 ea	

MONTE VISTA PARK - 4201 Spring Road

Re-pave - Asphalt Concrete	5,227 sf	
Re-pave - Porous Asphalt	5,227 sf	additive item
Parking lot striping (12 stalls)	12 ea	
Parking lot striping (2 HC stalls)	2 ea	
Parking lot striping (stop)	1 ea	
Parking lot striping (misc./arrows)	2 ea	
Parking lot - Wheel stops - R & R new	12 ea	

ASPHALT REPAVE/SLURRY - 2014

Estimated Quantities

COUNTRY TRAIL - 12301 Mountain Trail Street

Parking lot Slurry Seal	8,712 sf
Parking lot striping (12 stalls)	12 ea
Parking lot striping (3 HC stalls)	3 ea
Parking lot striping (2 stop)	2 ea
Parking lot striping (misc/arrows)	4 ea

MILLER PARK - 4530 Miller Parkway

Parking lot Slurry Seal	17,424 sf
Parking lot striping (30 stalls)	30 ea
Parking lot striping (5 HC stalls)	5 ea
Parking lot striping (1 stop)	1 ea
Parking lot striping (misc/arrows)	4 ea

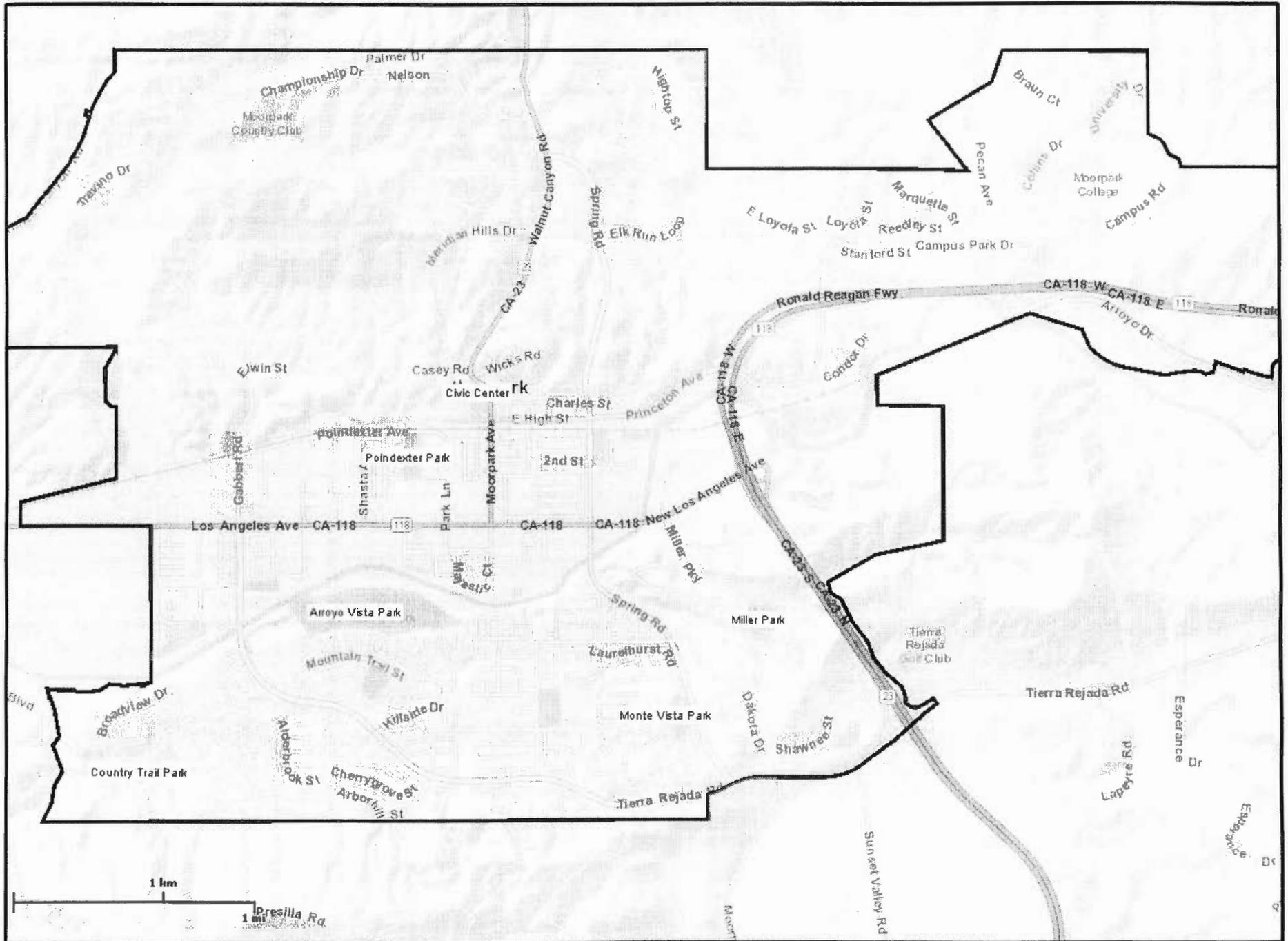
CIVIC CENTER - 799 Moorpark Avenue

Community Center Park repave	3,484 sf
Parking lot striping (8 stalls)	8 ea
Civic Center R&R 4" Asphalt	3,845 sf
Civic Center Parking Lot slurry seal	22,000 sf
Civic Center Parking striping (77 stalls)	77 ea
Civic Center Parking striping (4 HC stalls)	4 ea
Civic Center Parking striping (misc/arrows)	6 ea

APPENDIX 4

LOCATION MAPS

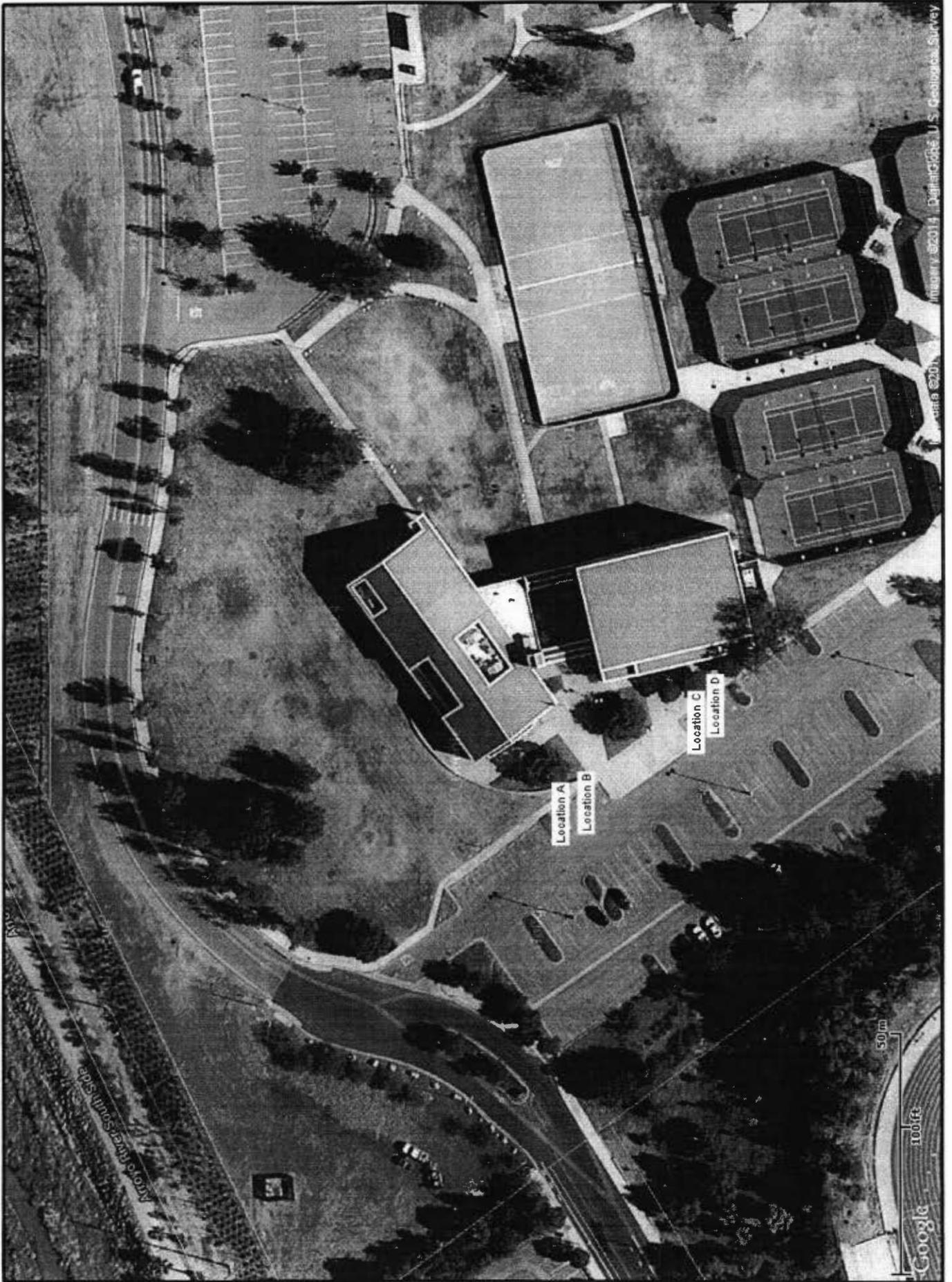
Location Map

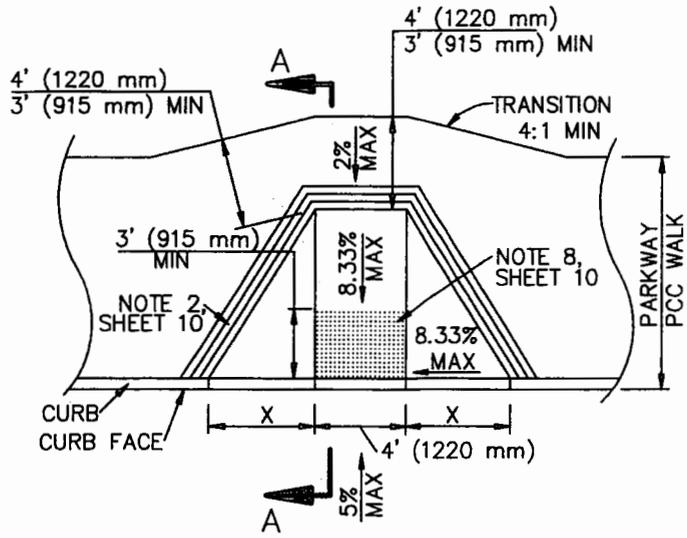


APPENDIX 5

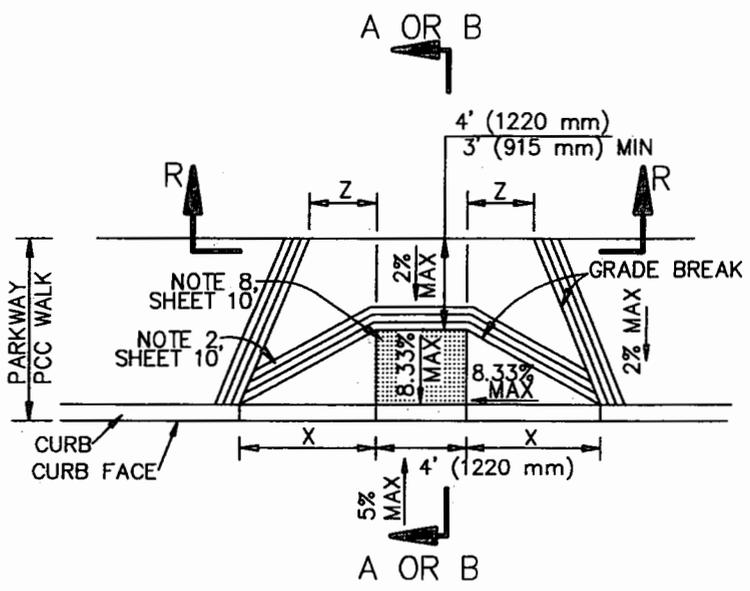
CURB RAMP DETAILS

Curb Ramp Locations





TYPE 1



SEE SHEET 7, THIS SECTION

TYPE 2
CASE A

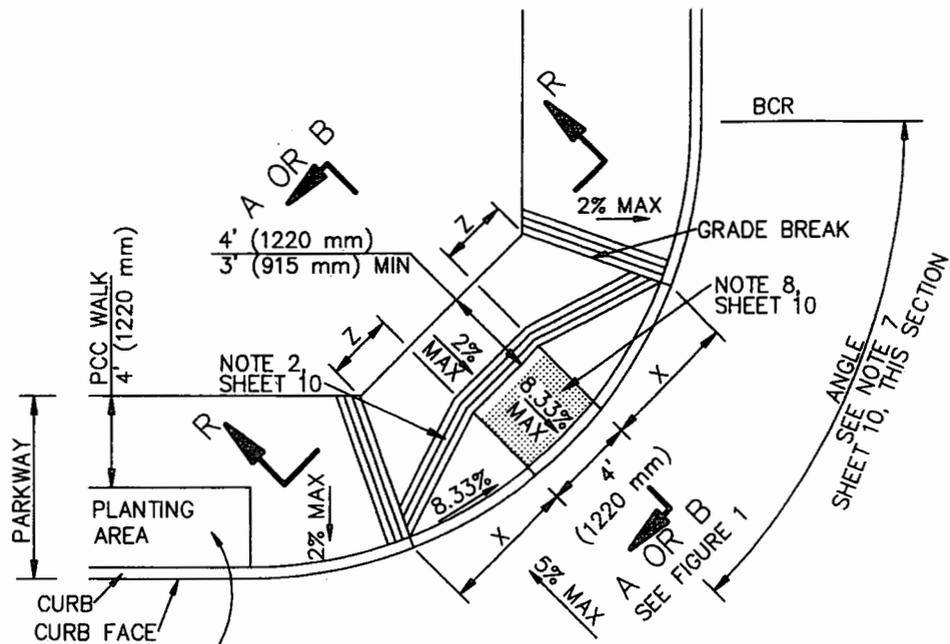
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1992
REV. 1996, 2000, 2005, 2009

CURB RAMP

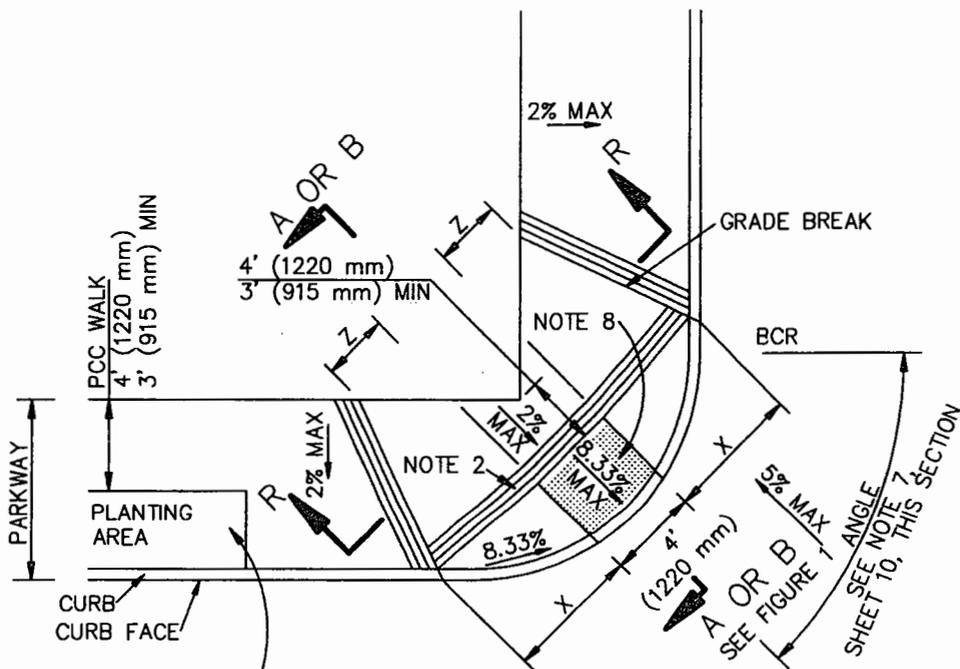
STANDARD PLAN
111-4
SHEET 1 OF 10

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

TYPE 3



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

TYPE 4
CASE A

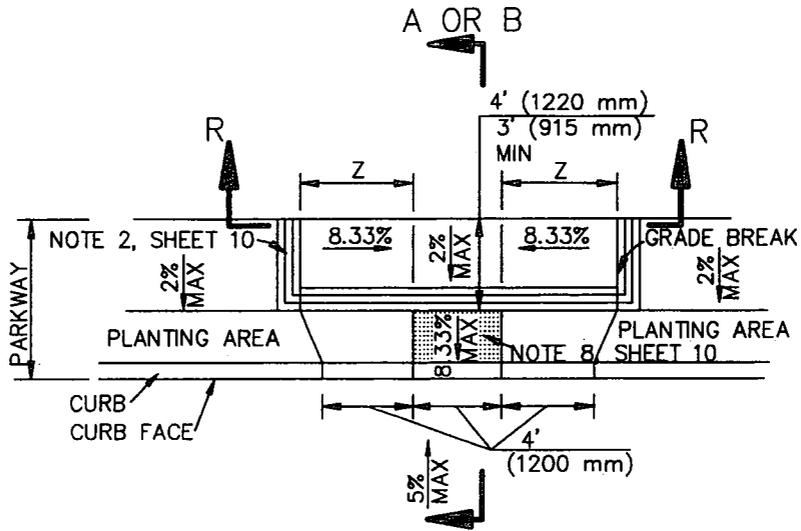
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

CURB RAMP

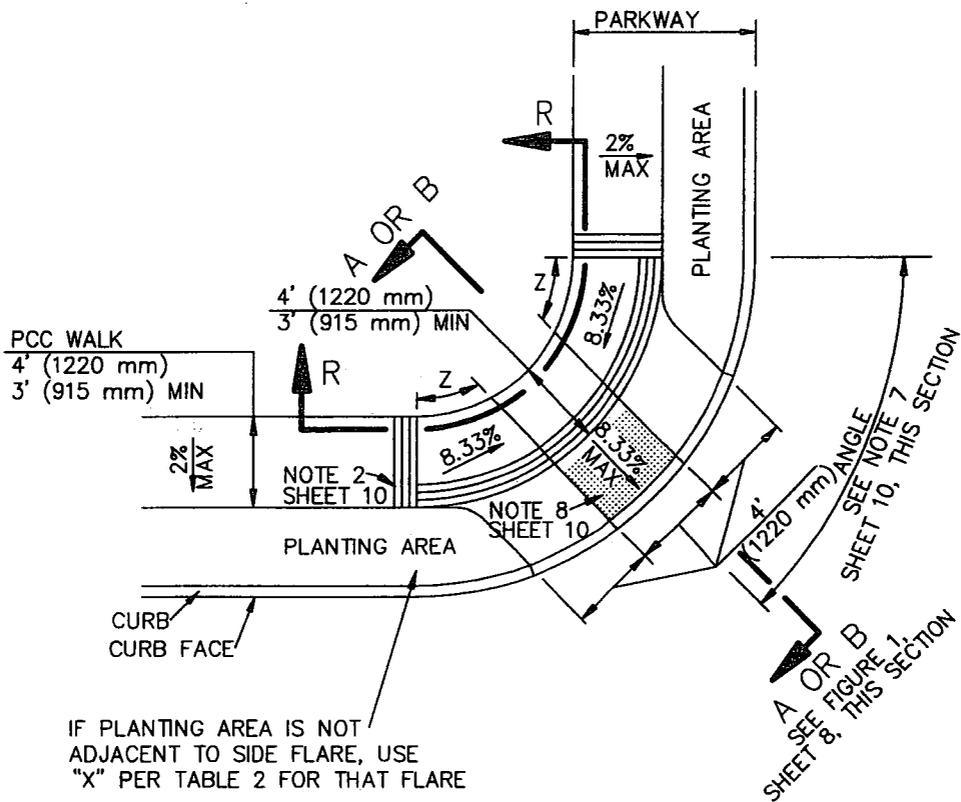
111-4

SHEET 2 OF 10

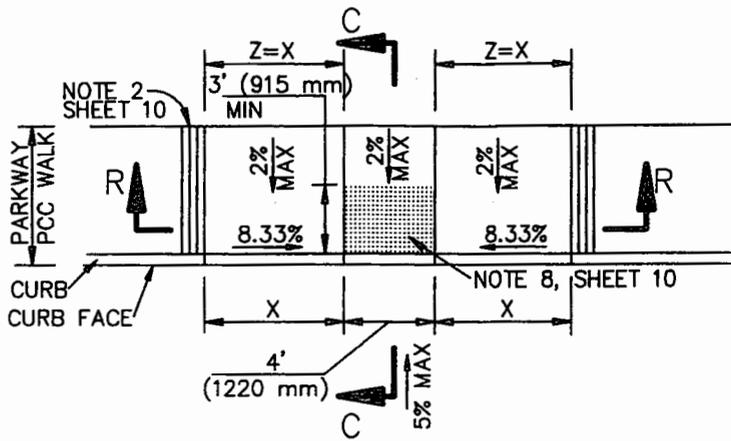


A OR B
SEE FIGURE 1, SHEET 8, THIS SECTION

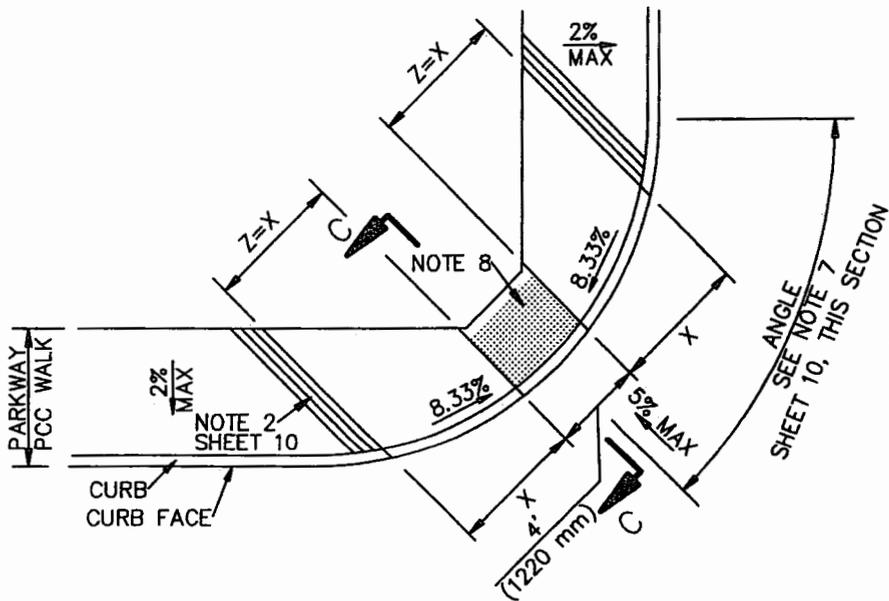
TYPE 5



TYPE 6
CASE A



TYPE 1



TYPE 2
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

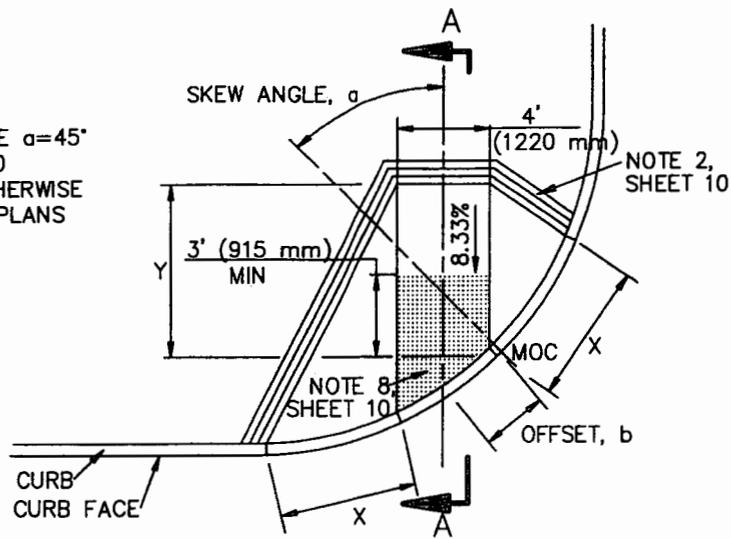
STANDARD PLAN

CURB RAMP

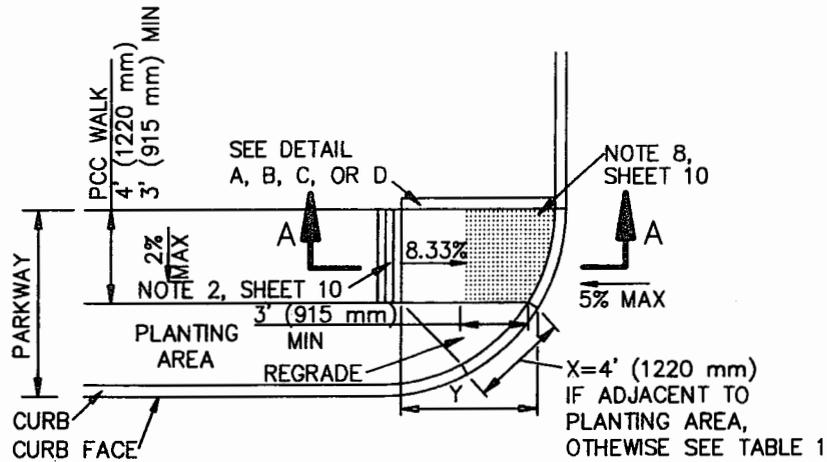
111-4

SHEET 4 OF 10

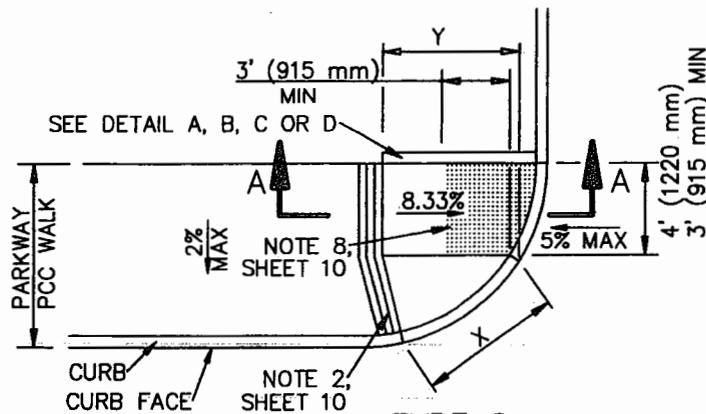
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

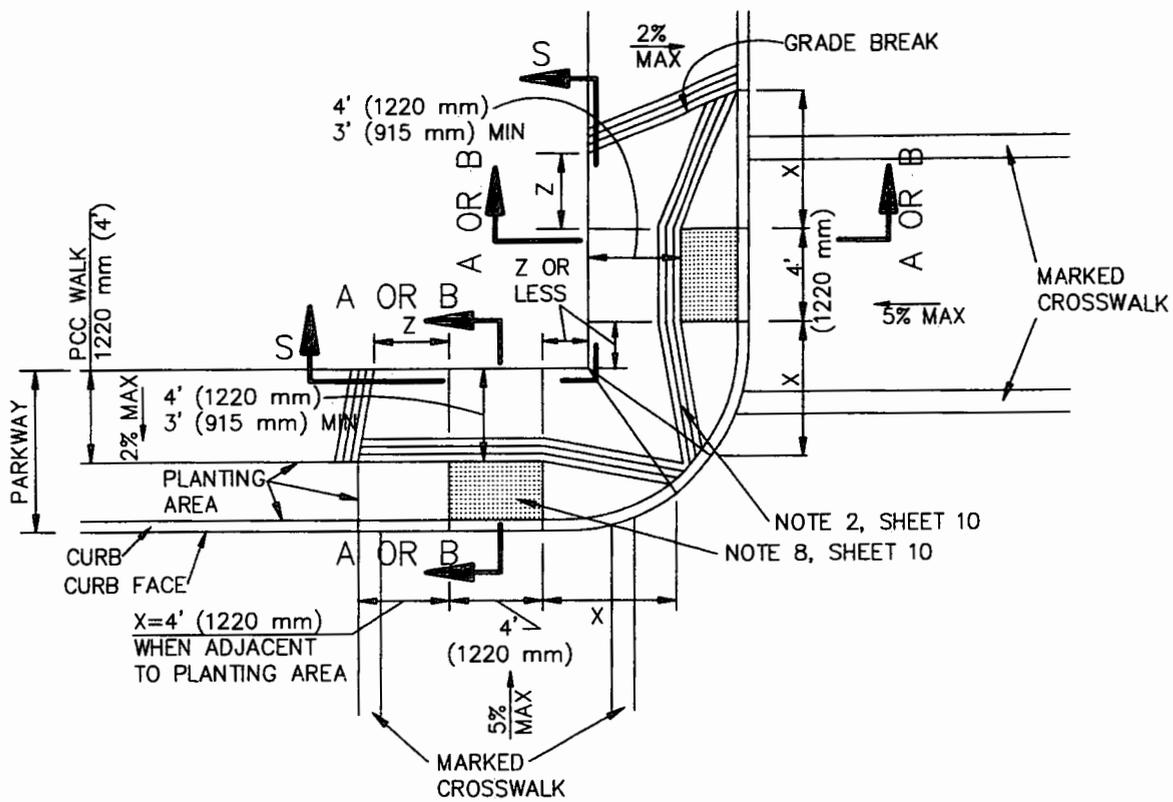
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

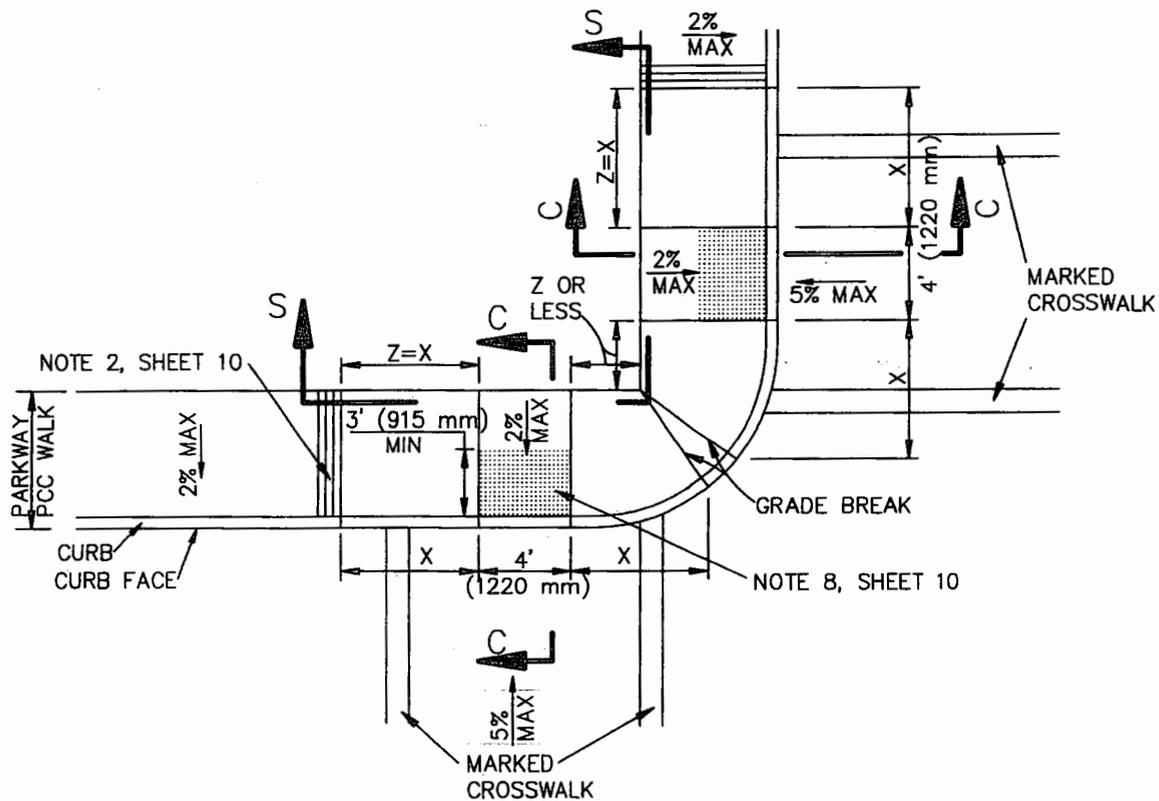
STANDARD PLAN

111-4

SHEET 5 OF 10



TYPE 1



TYPE 2
CASE E

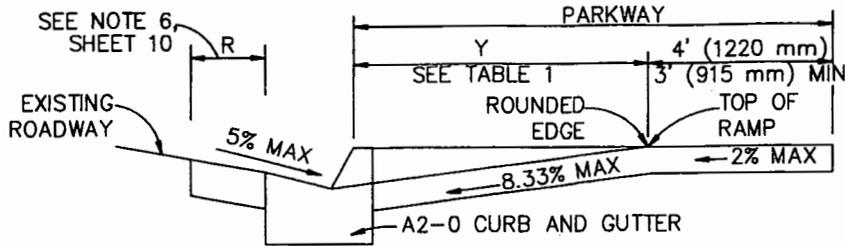
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

CURB RAMP

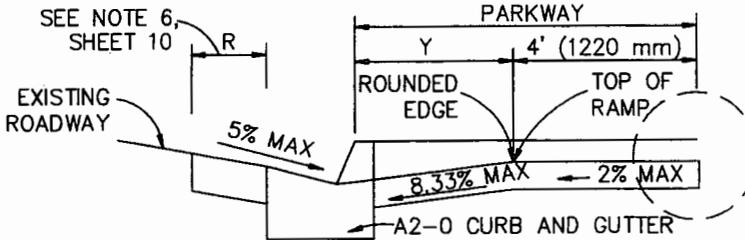
111-4

SHEET 6 OF 10



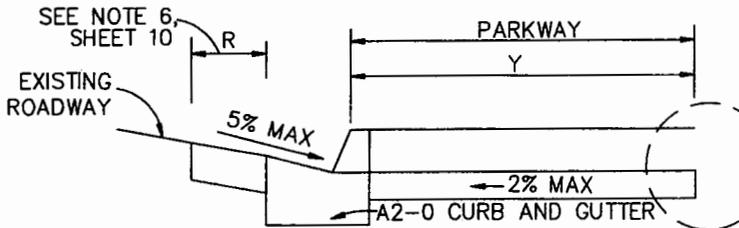
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



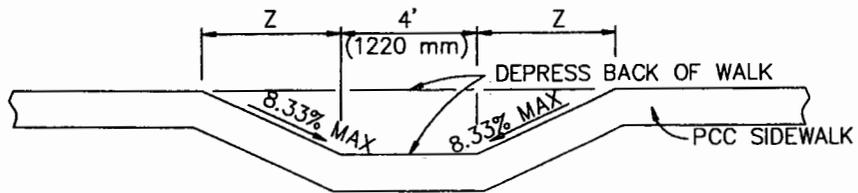
SECTION B-B

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.

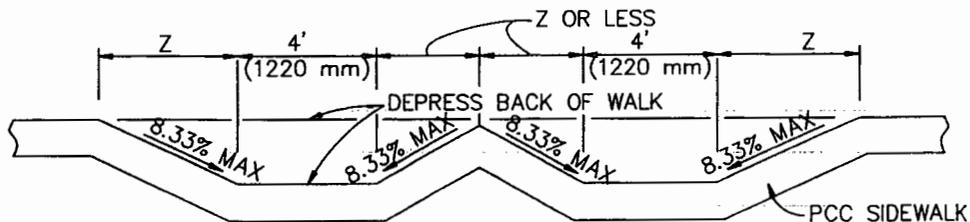


SECTION C-C

DEPRESS BACK OF WALK SEE DETAIL A, B, C OR D, SHEET 10.



SECTION R-R



SECTION S-S

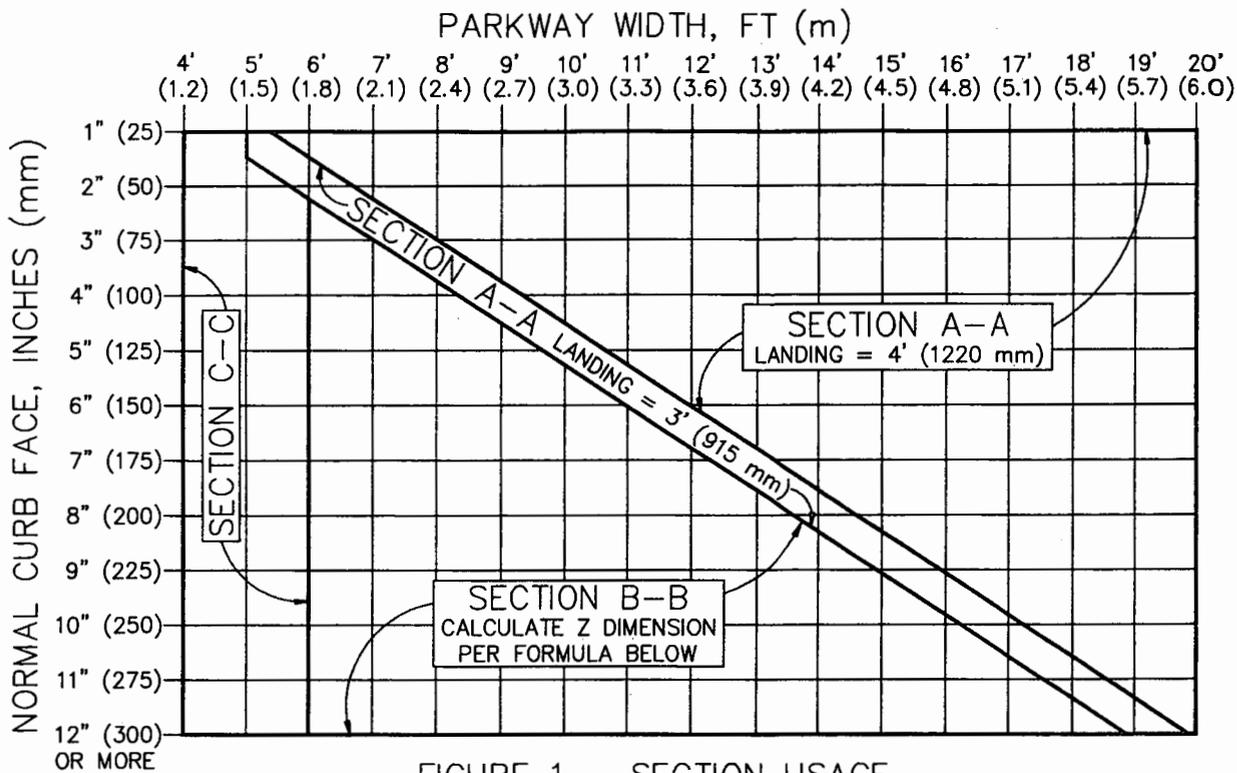


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y, FT (mm)
2" (50)	4.00' (1200) MIN	2.63' (790)
3" (75)	4.00' (1200) MIN	3.95' (1185)
4" (100)	4.00' (1200)	5.26' (1580)
5" (125)	5.00' (1500)	6.58' (1975)
6" (150)	6.00' (1800)	7.90' (2370)
7" (175)	7.00' (2100)	9.21' (2765)
8" (200)	8.00' (2400)	10.53' (3160)
9" (225)	9.00' (2700)	11.84' (3555)
10" (250)	10.00' (3000)	13.16' (3950)
11" (275)	11.00' (3300)	14.47' (4340)
12" (300)	12.00' (3600)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH

L = LANDING WIDTH, 4' (1220 mm) TYP, 3' (915 mm) MIN

$$Z = [(Y+L)-W] \times 0.760$$

IF (Y+L) < W, THEN Z = 0

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 4' (1220 mm) OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$$X = CF / 8.333\%$$

$$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$$

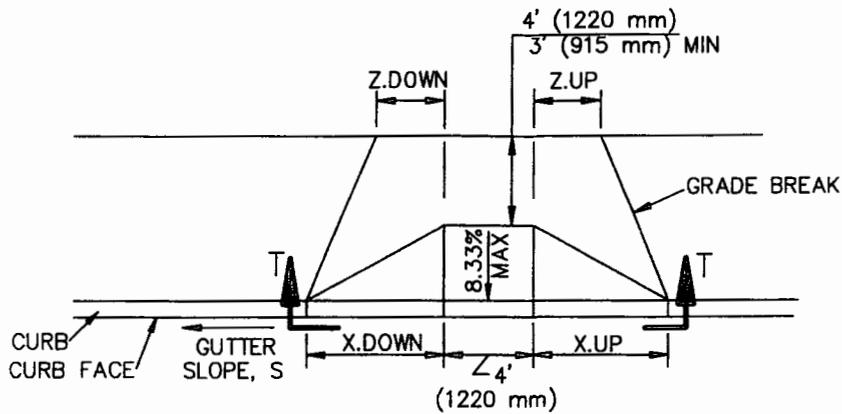
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

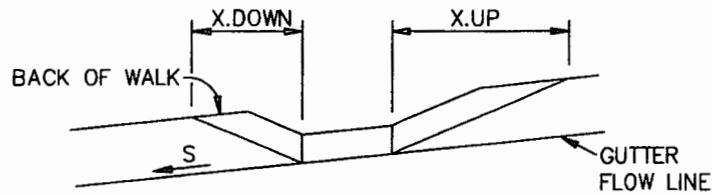
CURB RAMP

111-4

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

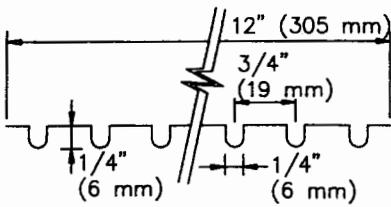
FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

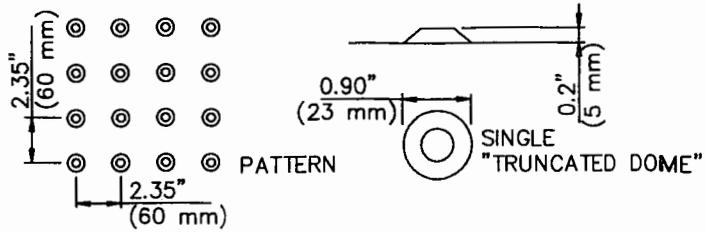
TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:
 $K.DOWN = 8.333\% / (8.333\% + S)$
 $K.UP = 8.333\% / (8.333\% - S)$

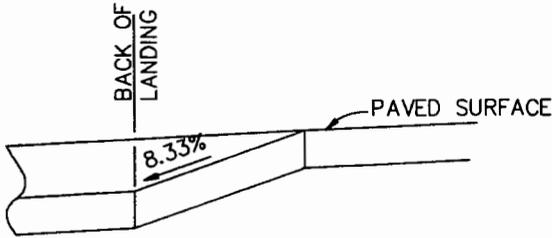
STREET SLOPE ADJUSTMENTS



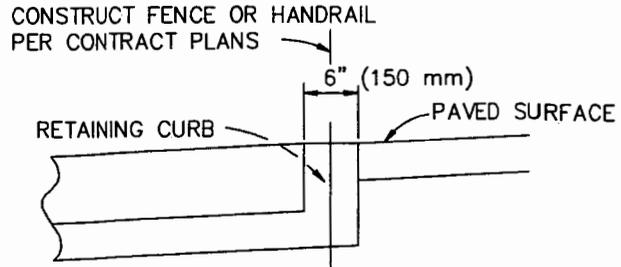
GROOVING DETAIL



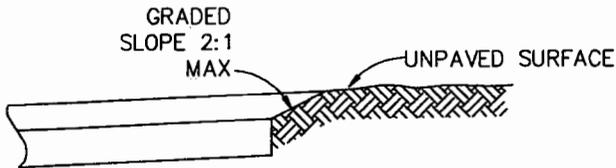
DETECTABLE WARNING DETAIL



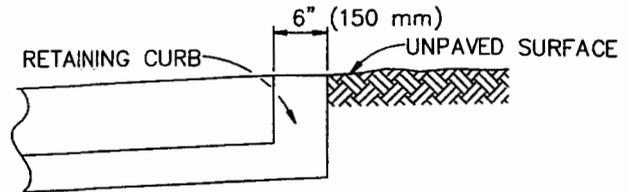
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

CURB RAMP

111-4

SHEET 10 OF 10

APPENDIX 6

Ventura County Air Pollution Control District Rule 55, Fugitive Dust



Ventura County
Air Pollution
Control District

COMPLIANCE ASSISTANCE ADVISORY

Ventura County APCD Rule 55, Fugitive Dust

On June 8, 2008, the Ventura County Air Pollution Control Board adopted Rule 55, Fugitive Dust. Rule 55 was adopted to comply with a state law that requires local air districts with air quality levels exceeding the state's particulate matter (PM) standards to adopt control measures to reduce PM air pollution. Ventura County exceeds the state's air quality standards for PM. The adverse health impacts from PM air pollution include asthma and other lung diseases, heart disease, and premature death. Ventura County APCD staff estimates that Rule 55 will reduce PM air pollution by 6 tons per day. Rule 55 becomes effective on October 8, 2008.

Rule 55 applies to any disturbed surface area, or man-made condition capable of generating fugitive dust, including bulk material handling, earth-moving, construction, demolition, storage piles, unpaved roads, track-out, or off-field agricultural operations.

In summary, the key provisions of Rule 55 are as follows:

- 1) Visible dust from an applicable source is prohibited or limited;
- 2) Measures must be taken to reduce or prevent track-out onto paved public roadways from an applicable source;
- 3) Track-out must be removed from roadways;
- 4) Visible dust exceeding 100 feet in length from earth-moving activities is prohibited;
- 5) Bulk material handling facilities with a monthly import or export of 2,150 cubic yards or more of bulk material must take measures to reduce or prevent track-out onto a paved public road, and;
- 6) Outbound trucks with bulk materials or soil must either be tarped, have a 6 inch freeboard below the rim of the truck bed or be wetted or treated to minimize the loss of material to wind or spillage.

A more detailed summary of Rule 55 is attached. Copies of Rule 55 may be obtained at www.vcapcd.org under Rule Development (Current Rules and Regulations).

For additional information on Rule 55, contact air pollution engineer Stan Cowen at 805/645-1408.

**Ventura County APCD Rule 55, Fugitive Dust
Summary of Rule Requirements¹
Effective October 8, 2008**

General Requirements – All Fugitive Dust Sources

Visible Dust Beyond the Property Line: No one shall cause or allow fugitive dust from any applicable source beyond the midpoint (width) of a public street or road adjacent to the property line of the emission source or beyond 50 feet from the property line if there is no adjacent public street or road.

Opacity: No one shall cause or allow fugitive dust from any applicable source that equals or exceeds 20 percent opacity for 3 minutes or more in any one hour.

Track-Out:

No person shall allow track-out to extend 25 feet or more in length unless one of the following control measures is used:

- ✓ Track-Out Area Improvement: Pave or apply chemical stabilization to maintain a stabilized surface starting from the point of intersection with the public paved surface, and extend for a distance of at least 100 feet with a width to accommodate traffic ingress and egress from the site.
- ✓ Track-Out Prevention: Check and clean the undercarriage and wheels on all vehicles before leaving unpaved surface or install a track-out control device(s) that prevents track-out of soil onto paved public roads.
- ✓ Track-Out Removal: Remove track-out from pavement as soon as possible but no later than one hour after it has been deposited

¹ This is a summary of the Rule requirements. Refer to Rule 55, Fugitive Dust, for specific requirements.

August 13, 2008

on the road. If a street sweeper is used to remove any track-out, only "PM10-efficient" street sweepers certified to meet South Coast AQMD Rule 1186 requirements shall be used. The make, model information and certification documentation of any sweeper used shall be made available to APCD personnel upon request.

All track-out shall be removed at the conclusion of each workday or evening shift. The use of blowers for removal of track-out is prohibited.

Specific Activity Requirements

Earth-Moving: No person shall engage in earth-moving activities in a manner that creates visible dust emissions over 100 feet in length.

Bulk Material Handling Facilities Track-Out Prevention: No person shall conduct an operation with a monthly import or export of 2,150 cubic yards or more of bulk material without utilizing at least one of the following measures at each vehicle egress from the site to a public paved road:

- ✓ Install a pad consisting of washed gravel (one inch minimum size) maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long.
- ✓ Pave the surface at least 100 feet long and at least 20 feet wide.
- ✓ Utilize a wheel shaker/wheel spreading device, also known as a rumble grate, consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and sufficient width to allow all wheels of vehicle traffic to travel over grate to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.

- ✓ Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site.
- ✓ Any other control measure or device that prevents track-out onto public paved roads.

Truck Hauling: No person, including the facility or site operator, shall load or allow the loading of bulk materials or soil onto outbound trucks unless at least one of the following dust prevention measures is used:

- ✓ Use properly secured tarps or covering that covers the entire surface area of the load or use a container-type enclosure.
- ✓ Maintain a minimum of 6 inches of freeboard below the rim of the truck bed where the load touches the sides of the cargo area and insure that the peak of the load does not extend above any part of the upper edge of the cargo area.
- ✓ Water or treat the bulk material to minimize the loss of material to wind or spillage.
- ✓ Any other effective dust prevention control measures.

Exemptions

Rule 55 does not apply to the following (this is a partial list - refer to Rule 55, Section D):

- ✓ On-field agricultural operations.
- ✓ Weed abatement operations provided that: (1) Mowing, cutting or other process is used which maintains weed stubble at least three inches above the soil, or (2) Any disking or similar operation where effective dust control measures are used.

- ✓ Unpaved service roads, with a daily traffic volume of 20 vehicle trips or fewer, used by public agencies for inspection of infrastructure.
- ✓ Motion picture, television, or video production activities when dust emissions are required for visual effects. The APCD must receive notification in writing at least 72 hours in advance of any such activity and no nuisance shall result from such activity.
- ✓ Any paved road unless it has track-out or any publicly-owned unpaved road.
- ✓ The disturbance (i.e., disking, ripping, or scraping) of spreading ground lands in preparation for percolative groundwater recharge.

Frequently Traveled Private Unpaved Roads: The Visible Dust and Opacity requirements do not apply to dust from frequently traveled (more than 20 vehicles per day passing in either direction) unpaved roads if the road is covered with a low silt content material such as recycled road base or gravel to a minimum of four inches or implements all of the following control measures:

- ✓ Control Speed: Control speed to 15 miles per hour (mph) or less on unpaved roads through worker notification, signage, and any other necessary means.
- ✓ Restrict Access: Restrict access to private unpaved roads used by the public either through signage or physical access restrictions.
- ✓ Road Treatments: Treat unpaved and uncovered frequently traveled roads with water, mulch, or a non-toxic chemical dust suppressant that complies with all applicable air and water quality government standards. If treated, roads shall be treated

in a manner that will avoid the sticking of mud to tires that will be carried onto paved public roads.

Lightly Traveled Unpaved Private Road Conditional Exemption: The Visible Dust and Opacity requirements do not apply to dust from lightly traveled unpaved roads if the operator implements both of the following control measures:

- ✓ Control Speed: Control speed to 15 mph or less on unpaved roads through worker notification, signage, and any other necessary means.
- ✓ Restrict Access: Restrict access to private unpaved roads currently used by the public either through signage or physical access restrictions.

Storage Pile Conditional Exemption: The Visible Dust and Opacity requirements do not apply to dust from storage piles if the operator has implemented at least one of the following control measures:

- ✓ Wind Sheltering: Enclose material in a three or four sided barrier equal to the height of the material.
- ✓ Watering: Apply water at a sufficient quantity and frequency to prevent dust.
- ✓ Chemical Stabilization: Apply a non-toxic dust suppressant at a sufficient quantity and frequency to prevent wind driven dust.
- ✓ Covering: Install and anchor tarps, plastic, or other material to prevent wind driven dust.

High Wind Exemption: The Visible Dust, Opacity and Earth-Moving requirements do not apply to dust when on-site wind speed exceeds 25 mph for at least 5 minutes in any one hour provided:

- ✓ Applicable control measures outlined in Table 1 (of the Rule) have been implemented, and
- ✓ Daily records of specific dust control measures have been maintained.

Track-out Exemption: The Track-Out requirements do not apply to on-road vehicles (trucks and passenger vehicles) associated with agricultural operations that have caused track-out due to excessively muddy conditions resulting from rainfall.

Recordkeeping Requirements

Consult Rule 55 for specific recordkeeping requirements