

**MOORPARK CITY COUNCIL
SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director 

BY: Jessica Sandifer, Management Analyst 

DATE: September 3, 2014 (CC Meeting September 17, 2014)

SUBJECT: Consider Approval of Withdrawal of Apparent Low Bidder, Moalej Builders, Inc. and Award of Bid to Malibu Pacific Tennis Courts, Inc., for Construction of the Park Site at 161 Second Street (Walnut Acres Park) (Project 5081) and City Council Resolution and Successor Agency Resolution Amending FY 2014/15 Budget

BACKGROUND

On February 2, 2011, the Redevelopment Agency of the City of Moorpark approved the acquisition of the property at 161 Second Street for the construction of a pocket park. Staff estimated that the total cost to acquire the property and construct the park was \$1,000,000.00, and that funding for this work would be supplemented from the 2001 and 2006 Tax Allocation Bond Funds.

On June 19, 2013, the City Council approved the Option "C" conceptual design plan for the park and staff entered into Agreements with several consultants to prepare the construction drawings and specifications for the design of the park consistent with the Option "C" layout.

In April 2014, staff advertised for construction bids for the park project. The bids came back approximately \$100,000 higher than the estimated construction costs. The City Council rejected all bids and authorized staff to re-bid the project.

In June 2014, staff advertised for bids and on June 20, 2014, staff received six bids for the construction of the park project. Several bids were comparable to the engineer's estimate, however, the apparent low bid was deemed non-responsive to the bid documents due to the fact that the contractor did not hold a C-27 landscape contractors license or include a

C-27 landscape subcontractor in the bid documents, as required by the Statement of Bidders Qualifications and References. On July 2, 2014, the City Council elected to reject all bids and directed staff to come back to the City Council with the re-authorization of the construction bid for Walnut Acres Park. On July 16, 2014, the City Council re-authorized the construction bids for Walnut Acres Park

DISCUSSION

A notice inviting bids was published on July 24 and July 30, 2014. A mandatory job walk was held on August 1, 2014 and was attended by 18 contractors. Seven bids were received by the due date of August 21, 2014. The results are:

Aghapy Group, Inc.	\$442,000.00
CS Legacy	\$470,953.00
Environmental Construction, Inc.	\$417,150.00
Hughes General Engineering Construction, Inc.	\$587,698.00
Malibu Pacific Tennis Courts, Inc.	\$408,000.00
Moalej Builders, Inc.	\$353,000.00
Monet Construction, Inc.	\$515,000.00

The apparent low bid was provided by Moalej Builders, Inc. (Moalej). However, staff received a bid withdrawal letter from Moalej stating that upon rechecking their bid number they discovered that an error was made to their total bid amount and that it should actually be \$45,000 higher. Per Public Contract Code Sections 5101 and 5103, in order to relieve a bidder of their bid, the City Council's approval is required. Since Moalej notified the City within five (5) working days of the bid due date indicating that a mistake had been made, that the mistake lead to a material difference in Moalej's bid, and that the mistake was a clerical error, staff is recommending relieving Moalej of their bid without calling their bid bond. Due to Moalej's bid withdrawal, staff is recommending award of the Agreement to the second low bidder, Malibu Pacific Tennis Courts, Inc. (Malibu). Malibu submitted a responsive bid and they have the necessary experience and qualifications to perform the work.

FISCAL IMPACT

The lowest responsive bid from August 21, 2014 was \$408,000, which is a savings of \$44,000 to the project budget over the lowest responsive bid from the June 20, 2014 bid submittals.

The preliminary budget for the design and construction of the park site was \$689,894.00. The park construction portion of this total, which excluded the costs for the design work, playground equipment and surfacing, and streetlight undergrounding, was estimated to be \$400,000.00. Staff estimated approximately \$20,000.00 for one year of maintenance, for a total cost of approximately \$420,000.00. The second low bid submitted by Malibu is

\$408,000.00. The bid includes the required one year of park maintenance.

On February 1, 2012, due to actions of the State of California, the Redevelopment Agency of the City of Moorpark was dissolved and the majority of the funding for future projects was removed. However, ABx1 26 and AB 1484 allow Tax Allocation Bond (TAB) proceeds to be expended according to the bond covenants. The TAB proceeds are managed by the Successor Agency of the Redevelopment Agency of the City of Moorpark (SARA). On March 1, 2013, and every six months since, a Recognized Obligation Payment Schedule (ROPS) has been submitted by the SARA to the State Department of Finance (DOF) for the design/engineering and construction of the Second Street Park, funded through TAB proceeds. The DOF has approved the Second Street Park project on each ROPS since March 2013, along with the total allocation of the funding necessary to build the Park. Funding sources from the TAB proceeds will be utilized to fully fund the construction of the Second Street Park, as well as associated maintenance costs for one year after the completion of the park.

The FY 2014-15 capital improvement budget (CIP) for the construction portion of the park project has an estimated balance of \$359,891. After accounting for encumbered funds of \$22,479 included in the construction budget, a budget amendment of \$111,389.00 is needed to fully fund the construction of the park, which includes a 10% contingency of \$40,800.00. Of the \$111,389.00, only \$104,000.00 is available in the Successor Agency RDA 2001 TAB Fund (9103) for the amendment. The remaining \$7,389.00 will be budgeted in the Successor Agency RDA 2006 TAB Fund (9104). A budget amendment is also needed to cover City staff costs associated with the project in an amount of \$40,000.00 from the Endowment Fund (2800).

With this additional funding, the total estimated CIP budget for the park project for FY 2014-15, will be \$698,688. This includes funding for all project elements for this fiscal year. As discussed during the April 16, 2014 City Council meeting, the majority of the additional costs are primarily due to the traffic engineering study and civil engineering design of the street improvements on Second Street, including the actual construction costs for the island and bioswale adjacent to the park, the traffic calming bulb-outs, street striping, and the work required to underground the utilities for the street lighting.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. **City Council** - Authorize the withdrawal of Moalej Builders, Inc.'s bid without calling their bid bond; and
2. **City Council** - Award bid to the second lowest bidder, Malibu Pacific Tennis Courts, Inc. in the amount of \$408,000.00 plus a 10% contingency of \$40,800.00 for a total contract amount of \$448,800.00, and authorize the City Manager to execute the agreement, subject to final language approval by the City Manager and the City Attorney.

3. **City Council** - Adopt Resolution No. 2014-_____.
4. **Successor Agency** – Adopt Resolution No. SA- 2014- _____.

Attachments:

1. Agreement
2. Resolution No. 2014-_____
3. Resolution No. SA-2014-_____

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND MALIBU PACIFIC
TENNIS COURTS, INC., FOR CONSTRUCTION OF WALNUT ACRES PARK (161
SECOND STREET) PROJECT 5081**

THIS AGREEMENT, is made and effective as of this _____ day of _____, 2014, between the City of Moorpark, a municipal corporation ("City") and Malibu Pacific Tennis Courts, Inc., a corporation ("Contractor") In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related to construction of Walnut Acres Park (161 Second Street) Project 5081; 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 17th day of September, 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, but no longer than seventy-five (75) calendars days after issuance of a Notice to Proceed by the City, 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 construction of Walnut Acres park, as set forth in Exhibit B: Contractor's Bid Proposal, dated August 18, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit C, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, (vi) project plans, and (vii) technical specifications attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit C. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B and Exhibit C. 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 four hundred eight thousand dollars (\$408,000.00) as stated in Exhibit B, plus ten percent (10%) contingencies of forty thousand eight hundred dollars (\$40,800.00) for a total contract value of four hundred forty-eight thousand eight hundred dollars (\$448,800), without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement. Payment of contingencies shall be authorized by City Manager in writing executed by both parties.

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 Phil Carter, 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 four hundred eight thousand dollars (\$408,000.00) as stated in Exhibit B, plus ten percent (10%) contingencies of forty thousand eight hundred dollars (\$40,800.00) for a total contract value of four hundred forty-eight thousand eight hundred dollars (\$448,800) 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. TRENCHING

If the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000.00) for the excavation of any trench or trenches five feet (5') or more in depth, the Contractor shall submit to the City Engineer in advance of excavation a detailed plan showing the design shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The City Engineer shall have authority on behalf of the City to accept and approve the plan. Nothing in this paragraph shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders in accordance with California Labor Code Section 6705.

In accordance with Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any (a) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

7. 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.

8. 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.

9. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of 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.

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION AND HOLD HARMLESS

Contractor 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.

12. INSURANCE

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

13. INDEPENDENT CONTRACTOR

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

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

14. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, 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.

15. ANTI DISCRIMINATION

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

16. UNDUE INFLUENCE

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

material breach of this Agreement entitling the City to any and all remedies at law or in equity.

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

18. CONFLICT OF INTEREST

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

19. NOTICE

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

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

To: Phil Carter
Malibu Pacific Tennis Courts, Inc.
31133 Via Colinas, Suite 107
Westlake Village, California 91362

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above

specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

20. CHANGE IN NAME

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

21. ASSIGNMENT

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

22. LICENSES

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

23. VENUE AND GOVERNING LAW

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

24. ENTIRE AGREEMENT

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

25. CAPTIONS OR HEADINGS

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

26. AMENDMENTS

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

27. TIME OF COMPLETION

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

28. PRECEDENCE

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

29. INTERPRETATION OF AGREEMENT

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

30. WAIVER

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

31. AUTHORITY TO EXECUTE

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

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

CITY OF MOORPARK

MALIBU PACIFIC TENNIS COURTS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Phil Carter, President

Attest:

Maureen Benson, City Clerk

EXHIBIT A

INSURANCE REQUIREMENTS

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

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

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

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

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

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

2. Workers' Compensation

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

3. Business Auto Coverage

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

EXHIBIT B

BID PROPOSAL

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

CITY OF MOORPARK
MOORPARK, CALIFORNIA

Parksite at 161 Second,
Moorpark, California

Bids to Be Received – Thursday, August 21, 2014, by 10:00AM

CONTRACTOR

Name Malibu Pacific Tennis Courts, Inc.

Street Address 31133 VIA COLINAS #107

City WESTVALE State CA Zip Code 91362

Telephone Number _____

Contractor's License No. 619117 Class A/B/C/D Expiration Date 9-30-15

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

Signature of Bidder [Signature] Title PRESIDENT

BID SCHEDULE:

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

- 1. 161 Second Street Base Bid (\$ 385,000.00)
 - 2. One-year Maintenance Item (\$ 8,000.00)
 - 3. Removal/Replacement Masonry Wall per plans (\$ 15,000.00)
- TOTAL BID \$ 408,000.00

Four hundred eight thousand dollars dollars and 00 - cents

WRITE OUT TOTAL BID ON THIS LINE

Number of calendar days for completion: 75

BID PROPOSAL (continued)

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Bid Due Date/Time: Thursday, August 21, 2014 at 10:00AM

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Contract with the City of Moorpark to perform the Work as specified or indicated in said Contract Documents entitled: *Parksite at 161 Second Street, Moorpark, CA.*

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

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

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

Bid Addenda Number: #11 Date: 8/18/14

Bid Addenda Number: _____ Date: _____

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

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

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

Bidder: ~~Malibu Pacific Tennis Courts Inc.~~

By: Phil Carter
(Signature — Authorized Representative)

Title: President Dated: 08/18/2014

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

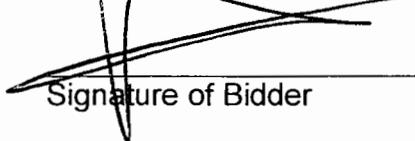
The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8-20-14 [date], at WESTLAKE [city], California [state].

Name of Bidder



Signature of Bidder

31133 Via Colinas, Suite 107 Westlake Village, CA 91362
Address of Bidder

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of VENTURA

On 08-20-14 before me, NALYN A. WIRATUNGA, A NOTARY PUBLIC
(Here insert name and title of the officer)

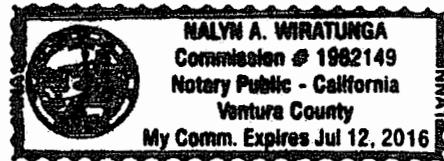
personally appeared PHIL CARTER

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

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

WITNESS my hand and official seal.

Nalyn A. Wiratunga
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER,

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID BOND

(in lieu of certified or cashier's check)

TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

KNOW ALL PERSONS BY THESE PRESENTS:

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

WITNESS our hands this 28th day of July, ~~2013~~ 2014

Contractor Malibu Pacific Tennis Courts, Inc.

By [Signature]

Title President

By [Signature]

Title _____

Surety North American Specialty Insurance Company

By [Signature]

Yung T. Mullick, Attorney-in-Fact

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

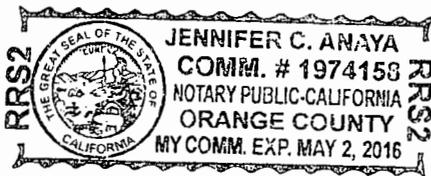
County of ORANGE

On JULY 28, 2014
Date

before me, JENNIFER C. ANAYA, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared YUNG T. MULLICK

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JENNIFER C. ANAYA, JAMES W. MOILANEN

and YUNG T. MULLICK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



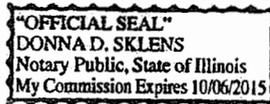
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook SS:

On this 26th day of June, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28 day of JULY, 2014.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of CA / VENTURA

On 08.20.14 before me, NALYN A. WIRATUNGA, A NOTARY PUBLIC
(Here insert name and title of the official)
 personally appeared PHIL CARTER

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

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

WITNESS my hand and official seal.

Nalyn A. Wiratunga
 Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER.

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

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 at the time the bid is submitted to the City. For this job the City has determined that the bidding Contractor is required to have an A or B Contractor's license with appropriate subcontractors. A C-27 – Landscape Contractor's specialty license **must** be held by the prime contractor, or can be held by a listed subcontractor, for the completion of the landscaping and irrigation work and one-year maintenance requirement. Bidder or listed C-27 subcontractor must have satisfactorily completed at least three park projects in the last ten years of comparable size and scope of this project. Bidder or listed C-27 subcontractor must also demonstrate experience with the installation of California native plant material, but not necessarily as part of a park project. In addition to the three projects required, list at least one project that included native plant material installation.

Number of years engaged in business under the present business name: 23

Please be sure to indicate whether the reference is for the prime contractor or the subcontractor. 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 **Veteran Memorial Park Project**

Project Description **New Park**

Approximate Construction Dates From: **01/2009** To: **06/2009**

Agency Name: **City of Moorpark**

Contact Person: **Mary Lindley** Telephone: _____

Address: **799 Moorpark Avenue Moorpark, CA 93021**

Original Contract Amount: \$ **400,000.00** Final Contract Amount: \$ **426,800.00**

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

Extra work

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 Magnolia Park Construction

Project Description New Park

Approximate Construction Dates

From: 2007

To: 2007

Agency Name: City of Moorpark

Contact Person: Roger Blais

Telephone: 805-517-6283

Address: 799 Moorpark Avenue Moorpark, CA 93021

Original Contract Amount: \$ 180,000.00

Final Contract Amount: \$ 180,000.00

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 Conejo Creek South Park & Canada Park

Project Description New Snack Bar Renovation & Playground

Approximate Construction Dates

From: 06/2011

To: 2012

Agency Name: Conejo Recreation & Park District

Contact Person: Shaun Welty

Telephone: 805-495-6471

Address: 403 West Hillcrest Drive Thousands Oaks, CA 91360

Original Contract Amount: \$1,110,000.00 Final Contract Amount: \$1,385,400.00

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

Poor plans

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.

Native Plant Installation Project

Project 4 Name/ Number Rancho Tapo Park & Mayfield Park

Project Description New tennis Courts & Playgrounds

Approximate Construction Dates From: 07/2011 To: 05/2012

Agency Name: Rancho Simi Recreation & Park District

Contact Person: Douglas Duran Telephone: 805-584-1480

Address: 1692 Sycamore Drive Simi Valley, CA 93065

Original Contract Amount: \$1,139,999.00 Final Contract Amount: \$1,239,999.00

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

Extra Work Not On Plans

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 Los Angeles

I am the President

Of Malibu Pacific Tennis Courts Inc.,

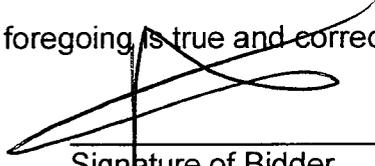
the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on August 18, 2014 at Westlake Village, California.

(date)

(place)

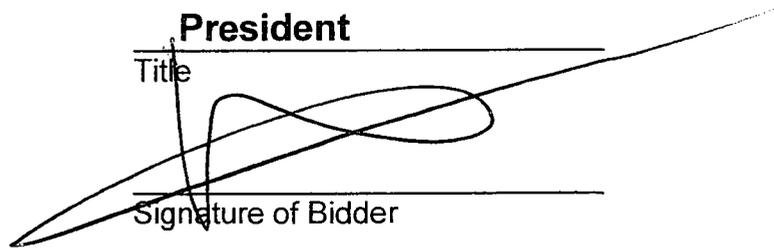
I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Bidder

President

Title



Signature of Bidder

Title

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

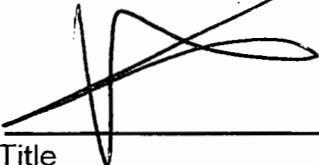
*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

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

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

Approved by Contractor:  _____
Title **Phil Carter, President**

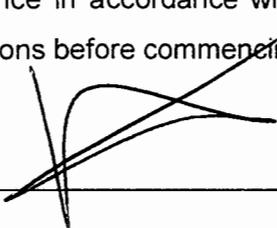
Date **08/18/2014** _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

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

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

By  _____ **Phil Carter**

Title: **President** Date: **08/18/2014**

BIDDER'S STATEMENT OF SUBCONTRACTORS

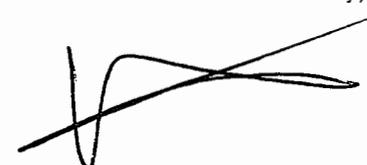
TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

Provide a complete list of all Subcontractors who will perform more than 1/2% the value of the total lump sum bid 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: Unlimited Engineering Contracting Inc.	License No: 966591 Classification: A
Subcontractor Address: 950 Firestone Circle Simi Valley, CA 93065	Subcontractor Phone: 805-587-7514
Type of Work: CONCRETE	Percent Work to be done: 10%
Subcontractor Name: Joshua Gray Electric	License No: 891325 Classification: C10
Subcontractor Address: 425 Bard Road Port Hueneme, CA 93041	Subcontractor Phone: 818-657-9877
Type of Work: Electrical	Percent Work to be done: 12%
Subcontractor Name: Landscapes By Jeffrey Inc.	License No: 987730 Classification: C27
Subcontractor Address: 5700 Corsa Avenue, #102 Westlake Village, CA 91362	Subcontractor Phone: 818-597-2438
Type of Work: Landscaping / MAINTENANCE PERIOD	Percent Work to be done: 8%

(attach more sheets if necessary)

Total Percentage ² 30%



Signature(s) of Bidder

08/18/2014
Date

¹ Based on contract price
² May not exceed 50% of contract price. See Greenbook Section 2-3.2

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 08/18/2014

Printed Name Phil Carter

Company Malibu Pacific Tennis Courts Inc.

Title President

MALIBU PACIFIC TENNIS COURTS, INC.

31133 VIA COLINAS SUITE 107

WESTLAKE VILLAGE, CA 91362

818-707-3797 818-706-1951 FAX

MALIBU PACIFIC TENNIS COURTS, INC.
Resolutions Pertaining to Corporate Authority

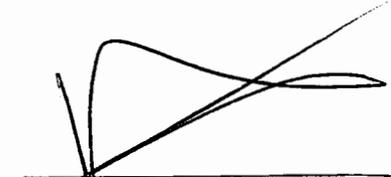
The Undersigned is the President and Secretary of MALIBU PACIFIC TENNIS COURTS, INC. The undersigned certifies that the Board of Directors adopted the following resolutions and its meeting on October 15, 2006:

WHEREAS, the corporation negotiates, submits bids, and enters into contracts for construction projects; and

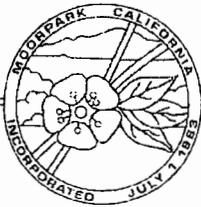
NOW, THEREFORE, BE IT Resolved, that this company is authorized to submit bids and proposals, and enter into contracts for construction projects; and

RESOLVED FURTHER, that the officers of this Company and in particular, PHILIP CARTER, as President and Secretary of the Corporation, is hereby authorized and directed to prepare, and execute on behalf of the company any necessary documentation, agreements, bids and proposals which may be necessary to complete this transaction.

I hereby certify the foregoing is a true and accurate representation of the resolutions adopted by the Board on October 15, 2006.



PHILIP CARTER, President



CITY OF MOORPARK

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

August 18, 2014

ADDENDUM NO. 1

for

Re-bid Parksite at 161 Second Street, Moorpark, California

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

=====

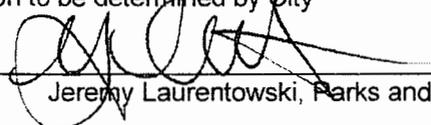
=====

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

- Contractor responsible for disposing of all of the existing chain link fencing material located on site at the completion of construction, including poles, pole footings - if applicable, and gates.
- The painting specifications for the tubular steel fence detailed on the landscape plans on Sheets L1.2, L 1.3, and L 4.1 are superseded by the following:

Paint steel with two (2) coats zinc chromate primer (one applied at the shop and one applied on site) & two (2) coats exterior enamel. Color black.

- Work scope amended to include installation of a piñata pole consistent with the following specifications and attached detail (Attachment 1):
 - Basketball Pole - Steelcraft or equal, Schedule 40, 4 1/2" OD galvanized steel pole with 6' extension
 - Pole to be set plumb in concrete footing to be 30"x 54" with 95% compacted subgrade
 - Pole to be modified by welding a 3/8" by 6" galvanized steel loop at the top of the pole 12" from the front of the pole to prevent piñata rope from sliding off the back of the pole.
 - Pole to be modified by welding a flag pole rope tie 48" above finished grade
 - Pole location to be determined by City


Jeremy Laurentowski, Parks and Recreation Director

Questions regarding this addendum may be directed to the Agency's Project Representative Jessica Sandifer, Management Analyst at jsandifer@moorparkca.gov

(continued on next page)

.....

PLEASE FAX OR EMAIL A SIGNED COPY OF ADDENDUM TO JESSICA SANDIFER AT (805) 532-2550 OR JSANDIFER@MOORPARKCA.GOV AND INCLUDE WITH BID.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED.

Company Name: Malibu Pacific Tennis Courts Inc

Authorized Representative: _____

Signature of Authorized Representative: _____

Phil Carter

Attachments:

1- Piñata Pole Detail

ATTACHMENT 1

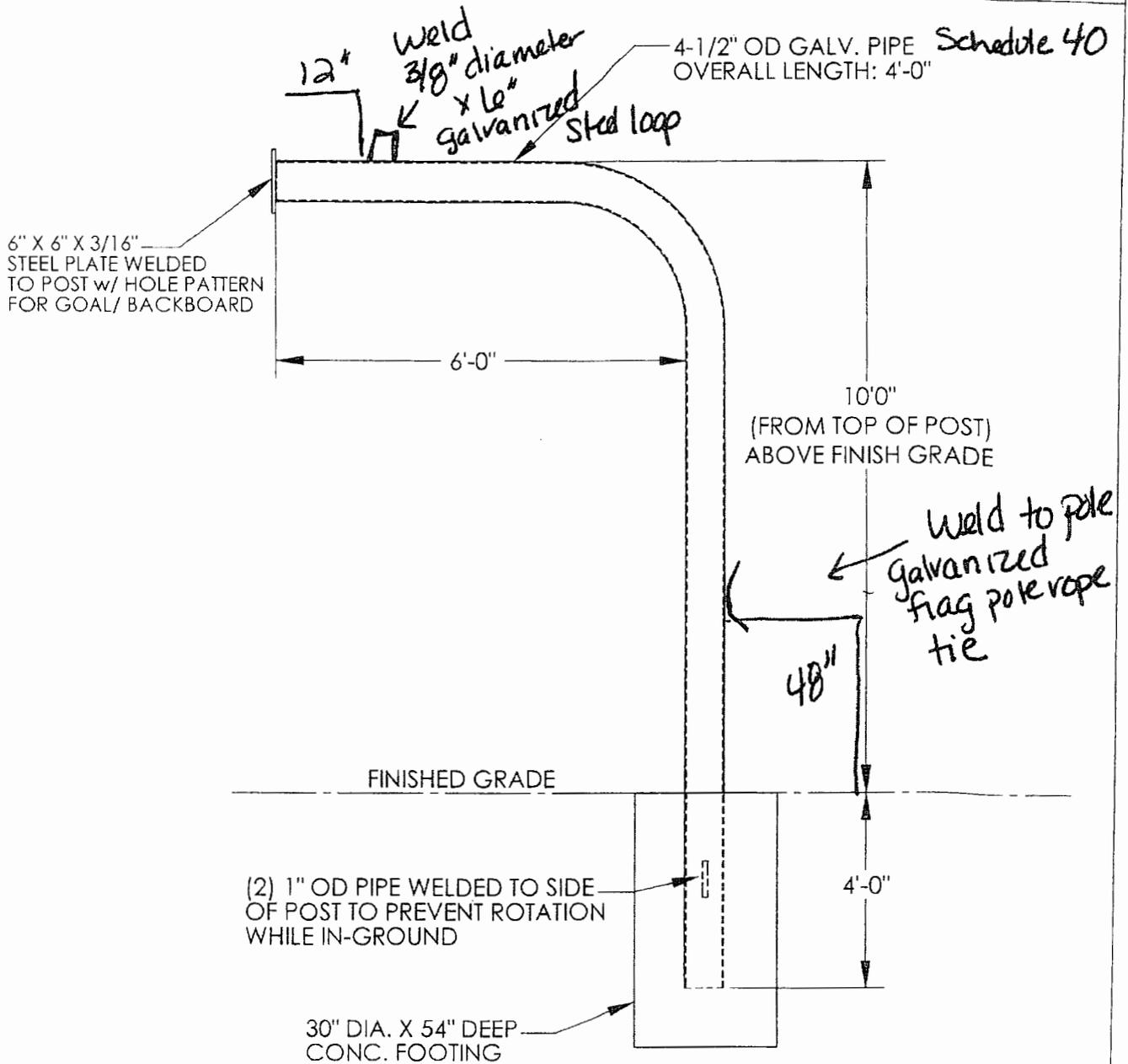
STEELCRAFT PRODUCTS

P.O. Box 90365 - Pasadena, CA 91103
PHN 626-798-7401 FAX 626-798-1482

MODEL

12C46

CURVED BASKETBALL
POST



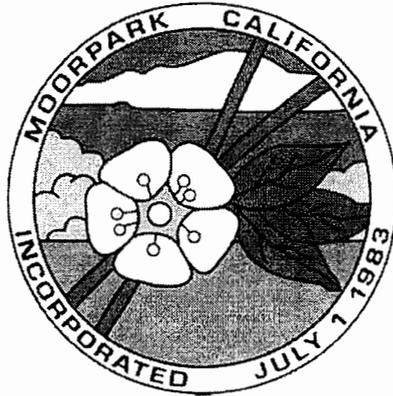
NOTE: SPECIFICATIONS ARE SUBJECT TO CHANGE

DO NOT SCALE DRAWING

DATE: 9/11/06

DRAWN BY: AFS

EXHIBIT C



Project Manual

and

Specifications

**Parksite at
161 Second Street
Moorpark, California**

**Bid Due Date and time:
Thursday , August 21, 2014 at 10:00AM**

Specification No.P&R-14-001-RB

TABLE OF CONTENTS

BIDDING, AGREEMENT FORMS AND BONDS:

Notice Inviting Bids

****Bid Forms:**

Bid Proposal

Non-collusion Affidavit

Bid Bond

Statement of Bidders Qualifications and References

Compliance with Environmental, Health & Safety Standards

Workers' Compensation Insurance Certificate

Bidder's Statement of Subcontractors

Agreement to Comply with California Labor Law Requirements

Agreement and Bonds

Contract

Performance and Payment Bonds

Material Suppliers and Laborers

CONDITIONS OF THE CONTRACT:

General Conditions

Scope of Work

Appendix 1 – One-Year Landscape Maintenance Requirements

Appendix 2 - City of Moorpark SWPPP Form

**** FORMS TO BE SUBMITTED WITH BID**

Instruction to Bidders

THE CITY OF MOORPARK IS REQUESTING BIDS FOR CONSTRUCTION OF THE PARK SITE AT 161 SECOND STREET, MOORPARK, CA 93021

There will be a **mandatory pre-bid conference and site walk** held on **Friday, August 1, 2014 at 10:00 AM at 161 Second Street, Moorpark CA**. Potential bidders are required to attend this meeting. Failure to attend the mandatory pre-bid meeting will result in a bidder's proposal being rejected as non-responsive.

BID SUBMITTAL: Each bid must be submitted on the Bid Forms provided in the bid package. All blanks in the Bid Form must be filled in and all prices must be stated in both words and figures. It is the sole responsibility of the bidder to see that the bid is delivered to the proper place and received at the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. All bid forms must be sealed and delivered before **10:00AM on August 21, 2014** to the following address (postmarks will not be accepted):

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

NOTE: Please mark the outside of the envelope:

**Sealed Bid for
Parksite at 161 Second Street
Moorpark, CA 93021**

DO NOT OPEN WITH REGULAR MAIL

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

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

Instructions to Bidders (continued)

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

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

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

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

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

Jessica Sandifer, Management Analyst
City of Moorpark
799 Moorpark Avenue, Moorpark, CA 93021
jsandifer@moorparkca.gov

Instructions to Bidders (continued)

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

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

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

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

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

PAGES 6-34 ARE THE
CONTRACTOR'S BID PROPOSAL
(EXHIBIT B) AND THE
AGREEMENT DOCUMENTS AND
HAVE BEEN REMOVED FROM
THIS EXHIBIT SO AS NOT TO BE
DUPLICITOUS

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract with the City of Moorpark, California, for construction of the park site at 161 Second Street, and is required by said City to give this bond in connection with the execution of said Contract.

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

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

WITNESS our hands this _____ day of _____, 2014.

Contractor _____ By _____

Title _____ By _____

Surety _____ By: _____

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

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that:

WHEREAS, said Contractor has been awarded and is about to enter into a Contract for the construction of the park site at 161 Second Street and is required by City to give this bond in connection with the execution of said Contract.

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

This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California. This bond shall remain in full force and effect through the term of the Agreement and beyond as set forth herein. The Contractor may cause the Bond to be exonerated one (1) year after the date of recordation of the Notice of Completion by the City and only with the City 's written permission. However, Bond shall not be exonerated if claims or stop notices remain outstanding.

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

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

WITNESS our hands this _____ day of _____, 2014

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

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

GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

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

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

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

The City will make the final decisions based on the recommendations of the City's designated Project Representative. Jeremy Laurentowski, Parks and Recreation Director is the City's project representative assigned to this project and will act as directed by and under the supervision of the City Manager.

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

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

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

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

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

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

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

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

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

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

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

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

1.3 CAPITALIZATION

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

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

1.4 INTERPRETATION

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

1.5 PRECEDENCE

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

ARTICLE 2

OWNER

2.1 DEFINITION

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

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

2.2 INFORMATION AND SERVICES REQUIRED BY THE CITY

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

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

2.3 CITY ’S RIGHT TO STOP THE WORK

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

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

2.4 CITY'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

3.4 LABOR AND MATERIALS

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

3.5 PREVAILING WAGE, PAYROLL RECORDS AND DEBARMENT

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

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

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

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

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

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

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

the following basis:

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

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

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

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

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

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

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

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

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

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

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

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

3.6 APPRENTICES

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

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

3.8 ALLOWANCES

Not used.

3.9 CONTRACTOR'S SUPERVISION/SUPERINTENDENT

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

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

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

3.10.3 Contractor shall keep current a Request for Information (RFI) schedule and reply record.

3.11 SUBMITTALS

3.11.1 Contractor to prepare a schedule of required submittals. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to allow for review(s) and to avoid delay.

3.11.2 Specific submittal requirements are described in individual specification sections as required. Do not commence work which requires review of any submittals until in receipt of returned submittals with appropriate final action.

3.11.3 Allow one week for initial review.

3.11.4 Clearly label each submittal for identification including number and title of appropriate specification section, drawing number and detail references as appropriate.

3.11.5 Transmit submittal to City Project Representative via e-mail for dissemination to appropriate design professional. In the transmittal e-mail record relevant information and requests for detail, and record deviations from the contract documents, including variations and limitations. Include certification from Contractor that the information complies with Contract document requirements.

3.11.6 The Contractor shall prepare and keep current, for City staff approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows for a reasonable time for review.

3.12 USE OF SITE

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

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

3.13 ACCESS TO WORK

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

3.14 ROYALTIES AND PATENTS

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

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 CITY'S REPRESENTATIVES

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

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

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

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

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

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

4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

4.2.4 The City's Project Representative will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3, and neither will be responsible for the Contractor's failure to carry out the work in accordance with the Contract. The City will not have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.

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

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

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

4.3 CLAIMS AND DISPUTES

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

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

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

4.3.4 Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract lump sum, written notice as provided herein shall be given before proceeding to execute the work as required. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 9.3. If the Contractor believes additional cost is involved for reasons including but not limited to, (1) an order by the City to stop the work where the Contractor was not at fault, (2) a written order for a minor change in the work issued by the Representative, (3) failure of payment by the City, (4) termination of the Contract by the City, (5) or City's suspension of work, claims shall be filed in accordance with the procedure established herein.

4.3.5 Claims for Additional Time.

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

4.3.5.2 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented in writing substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. Payment for general condition items, overhead, and profit shall not be made for additional time

granted for adverse weather conditions, vandalism, casualty loss and/or material availability. Contractor expressly waives any rights to such claims. Contractor must have provided required erosion control and access protection as a requirement to making claims for extension of time because of adverse weather conditions.

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

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

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

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The City will review claims and disputes, with the City Manager, and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when they expect to take action, (3) recommend rejecting the claim in whole or in part, stating reasons for rejection, (4) recommend approval of the claim by the other party or (5) suggest a compromise. The City may, but is not obligated to, notify the surety, if any, of the nature and amount of the claim.

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

4.4.3 An unresolved claim is an unresolved dispute.

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

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

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

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

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

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

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work at the site. The term “Sub-subcontractor” is referred to throughout the Contract as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

5.2.2 Contractor will comply with the bidding requirements, and shall furnish in writing for review by the City, the names of persons or entities including those who are to

furnish materials or equipment fabricated to a special design proposed for each principal portion of the work.

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

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

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 Each subcontract agreement shall preserve and protect the rights of the City, under the Contract with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by this Contract, has against the City. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 MUTUAL RESPONSIBILITY

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

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

proper to receive the Contractor's work.

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

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

5.5 CITY'S RIGHT TO CLEAN UP

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

ARTICLE 6

CHANGES IN THE WORK

6.1 CHANGES

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

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

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

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

6.2 CHANGE ORDERS

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

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

6.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. Unit prices stated in the Contract or subsequently agreed upon in writing;
3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. as provided in Subparagraph 6.3.6.

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

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

6.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract lump sum, the method and the adjustment shall be

determined by the City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase or decrease in the Contract lump sum, the pre-determined percentage for overhead and profit. In such case, the Contractor shall keep and present, in such form as the City may prescribe, an itemized account together with appropriate supporting data. Unless otherwise provided in the Contract, costs for the purposes of this Subparagraph 6.3.6 shall be limited to the following:

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

6.3.7 Pending final determination of cost to the City, amounts not in dispute may be included in applications for payment if a change order to that effect has been signed by the parties. The amount of credit to be allowed by the Contractor to the City for a deletion or change which results in a net decrease in the Contract lump sum shall be actual net cost as confirmed by the City. When both additions and credits covering related work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of increase, if any, with respect to that change.

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

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

ARTICLE 7

TIME

7.1 DEFINITIONS

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

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

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

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

7.2 PROGRESS AND COMPLETION

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

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

7.3 DELAYS AND EXTENSION OF TIME

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

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

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT LUMP SUM

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

8.2 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

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

8.3 RECOMMENDATION FOR PAYMENT

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

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

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

8.4 DECISIONS TO WITHHOLD CERTIFICATION

8.4.1 The City may decide not to certify payment and may withhold a recommendation for payment in whole or in part, to the extent reasonably necessary to protect the City, if in the City's opinion the representations to the City required by Subparagraph 8.3.3 cannot be made. If the City's Representative is unable to certify payment in the amount of the application, the City will notify the Contractor. If the Contractor and City cannot agree on a revised amount, the City will promptly issue a recommendation for payment for the amount for which the City is able to make such representations. The City may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a recommendation for payment previously issued, to such extent as may be necessary to protect the City from loss because of, but not limited to, the following:

1. Defective work not remedied;

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

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

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

8.5 FINAL COMPLETION AND FINAL RETENTION PAYMENT

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

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

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

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

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

9.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless by Contractor's remediation activities as required by this Contract, the Contractor shall immediately stop work in the area affected and report the condition to the City in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the City and Contractor.

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

9.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

9.2.5 The Contractor shall promptly remedy damage and loss (whether or not insured under property insurance required by the Contract) to property referred to in subparagraph 9.2.1 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, supplier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under subparagraph 9.2.1. This includes damage or loss caused by unknown persons or causes. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the indemnity sections of the Contract.

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

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

9.4 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

9.4.1 If the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000.00), for the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit to the City Engineer in advance of excavation a detailed plan showing the design shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The City Engineer shall have authority on behalf of the City to accept and approve the plan. Nothing in this paragraph shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders in accordance with California Labor Code Section 6705.

9.4.2 In accordance with Public Contract Code Section 7104, if the Project involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any (a) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

9.4 EMERGENCIES

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

ARTICLE 10

INSURANCE

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

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

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

10.1.3 Certificates of Insurance acceptable to the City shall be submitted to the City prior to commencement of the work. Additional certificates evidencing continuation of coverage after final payment shall be submitted with the final Application for Payment as required by Subparagraph 10.1.2.

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

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

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

**Scope of Work
Parksite at 161 Second Street
Moorpark, California**

1. Saw cut, demolish and remove existing concrete slab, masonry wall along property line, asphalt paving, concrete walkway and drive apron, signage, chain link fencing, bollards and associated footings, trees, landscaping, shrubs, organic material, large boulders, miscellaneous abandoned items, trash, debris as indicated and as necessary.
2. Construct masonry property line wall including footings and reinforcing. **Contractor shall fully cooperate and communicate with adjacent property owners during demolition and construction of new masonry garden wall. Contractor shall provide temporary fencing as necessary to secure the affected property, repair all damage made to property and return property grades, landscaping, irrigation and site features as found prior to start of construction.**
3. Provide all survey, layout and dimensional control as required to complete entire scope of work.
4. Perform all necessary onsite and offsite rough and fine grading including but not limited to excavation and backfill for utilities, trench drains, storm water infiltration and sump systems, percolation pits, footings, concrete flatwork, curbs, gutters, drive approaches, asphalt paving and landscape features.
5. Layout, form, place, strip and finish including reinforcing all onsite and offsite concrete curbs, gutters, mowstrips, sidewalks, catch basins, drainage channels, masonry footings, fence footings, signage, drinking fountain bases, light pole bases, light fixture bases, electrical equipment pads, truncated domes, irrigation equipment pads, entry columns and monument sign footings.
6. Furnish and install all onsite and offsite asphalt paving and asphalt paving patches, including grade preparation, redwood and or concrete headers and mowstrips.
7. Furnish and install all stormwater infiltration, dry sump and percolations systems complete.
8. Furnish and install all landscape irrigation systems complete including piping, sprinklers, wiring, devices, valves, vaults and equipment.
9. Furnish and install all site plumbing complete.
10. Furnish and install drinking fountains complete including clean out and sump.

11. Furnish and install all electrical, signal and lighting systems complete including but not limited to conduits, meter pedestals, panels, lighting controls, light poles, light fixtures, signal and CCTV equipment and connections to SCE.
12. Coordinate, furnish and install all infrastructure, equipment, vaults, boxes, conduit, pull strings, footings, equipment, devices, etc for underground systems as well as for above grade systems.
13. Furnish and install all landscaping complete including but not limited to materials, equipment, planters, plants, groundcover, turf, decomposed granite paving and pathways, mulch, cobble, boulders and organic lock systems.
14. Furnish and install all park equipment including but not limited to BBQs, picnic tables, benches, bike racks, trash and recycle bins.
15. Furnish and install monument sign complete.
16. Construct park entry columns including stone veneer.
17. Furnish and install all steel fencing, gates and associated hardware complete.
18. Contractor will participate in weekly meetings once construction is underway.
19. Contractor responsible for providing sanitary facilities for all workers.
20. Contractor responsible for providing landscape maintenance services for one-year from project completion. See [Appendix 1](#) for Landscape Maintenance Requirements.
21. City responsible for upsizing the meter and contracting for the any work between the meter and the main line, if required.
22. **Contractor is responsible for pulling permits for this work including those needed from the City of Moorpark Planning Department, Building and Safety Office, and City Engineering. Project will already be plan checked. Contractor will pull permit prior to commencement of construction.**
23. 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.

24. **Prior to commencing any work, the Contractor shall contact "Dig Alert" to locate any utilities that may be affected by the work.**
25. Verify that areas to remain unaltered adjacent to areas of demolition, alteration or cutting are completely secured and properly barricaded to ensure separation of such operations with anybody other than who is authorized to be in construction area before beginning such work. Provide barricades and maintenance thereof, in accordance with applicable Federal, State and local codes and their respective requirements. Install temporary barricades, enclosures and protections before demolition work is started.
26. Contractor is responsible for provision of water to the site, whether it is through the use of a water meter on a hydrant, a watering truck, or other method. The City of Moorpark falls within Ventura County Waterworks District No. 1, (805) 378-3000 and water meters can be procured through them.
27. During demolition and grading activities, take all precautions necessary to mitigate blowing dust and dirt. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. This is particularly important, due to close proximity to residential homes. Contractor must comply with governing regulations and Ventura County Air Pollution Control District pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as flooding and pollution. Do not allow demolished material and trash to accumulate on site, have debris hauled off at regular intervals using appropriate City franchise waste hauler. *(See requirements within item 3.)*

28. Perform work exercising proper care to prevent injury to the public, workmen and adjoining property. Repair or replace existing work scheduled to remain, which is damaged by these operations. Return elements of construction and surfaces to remain to existing condition prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by work.
29. Limit operations to the immediate property on which the work is to be performed, do not infringe upon the adjoining roads or rights-of-way. Keep all access routes and adjoining roads and rights-of-way clean at all times. The tracking of mud, dirt or any other debris onto the adjacent and surrounding roads will not be permitted at any time. If there is debris tracked onto roads, at no time will the use of water be an acceptable clean-up method.
30. Due to the residential nature of the site, hours of work will be confined to 8 a.m. to 5 p.m. Monday through Friday. Weekend work on a Saturday may be allowed but only with written approval of the City Representative.
31. Limit noise to a reasonable level as related to specific items of equipment used and their hours of use. This does not preclude use of mechanical equipment, i.e. jack hammers, heavy equipment.
32. No blasting will be permitted and burning of rubbish at the site is not allowed.
33. Site and surrounding areas to be left clean and free of any debris or other unsuitable materials.
34. Playground equipment and surfacing for the tot lot is to be installed by a separate playground equipment installer. Contractor shall coordinate activities with installer.
35. Except as otherwise specified, in the event the contractor encounters on the project site material reasonably believed to be Asbestos, Polychlorinated biphenyl (PCB) or other hazardous materials, Contractor shall immediately stop work in the affected area and report the condition to the City's Representative in writing.
36. Submit schedule for approval by the City's Representative indicating proposed methods and sequence of operations for work.
37. Contractor will provide a competent English-speaking Superintendent to oversee the complete project. The Superintendent shall be present at all times work is being performed. The Superintendent shall have the authority to bind Contractor through Superintendents acts. The Superintendent shall represent the Contractor; communications given to the Superintendent shall be binding on the Contractor.

38. Contractor will be responsible for the security of the site. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in the performance of this contract and all vandalism to the project site. Contractor shall be responsible for the protection of the project site until final acceptance by the City. Graffiti will be removed by Contractor within 8 hours of discovery.
39. Storage of any materials at the project site is at the Contractor's own risk. City is not responsible for theft or vandalism of materials stored on site. Any theft or vandalism of construction materials stored on the project site will be replaced at the Contractor's expense.
40. Contractor shall take all necessary precautions for the safety of workers on the project and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed and to provide a safe and healthful place of employment.
41. It is Contractor's responsibility to comply with all applicable storm water and urban runoff permits, regulations, codes or laws. Upon approval of the contract and prior to the start of the job, Contractor will be responsible for filling out and complying with the SWPCP in the form attached as Appendix 2. If there are questions, Contractor may contact the NPDES Coordinator in the Public Works Department at 805-517-6248

ATTACHMENT 1

APPENDIX – 1

ONE – YEAR LANDSCAPE MAINTENANCE REQUIREMENTS

LANDSCAPE MAINTENANCE SPECIFICATIONS

EXHIBIT A

CONTRACTOR PERFORMANCE REQUIREMENTS

A. WORKING HOURS:

1. Working hours are Monday through Friday, between 8:00 a.m. to 5:00 p.m. ("working hours"). No work shall be performed on Saturday, Sunday, or City approved holidays, or outside of these specified times, without prior written approval from the representative designated by the City (herein after referred to as 'City Representative'), except for emergency situations, or unless otherwise indicated in this Contract.
2. The Contractor shall have staff available by phone contact (not an answering service) Monday through Friday, between 8:00 a.m. and 5:00 p.m. to respond to callouts, questions, and verification of schedules.
3. Non-working City holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Contractor shall have personnel in place to carry out the responsibilities of this Contract on all other City holidays if they fall on a weekday.
4. Fourteen (14) days prior to the start of any work, the Contractor shall submit to the City a proposed maintenance schedule. The schedule shall include a list of all activities specified in the Scope of Work, with respective days of the week and time of day said activities will be performed. After City approval, any revisions to the approved schedule must be authorized in writing by the City Representative.
5. The use of leaf blowers or air broom is prohibited, except between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

B. SUPERVISION:

1. Contractor shall provide a landscape maintenance supervisor, fully trained in all aspects of landscape maintenance and repair, and an irrigation technician. Said supervisor (s) and technician (s) shall have a minimum of seven (7) years of experience at the supervisory and technician level.
2. Contractor shall have a supervisor and irrigation technician capable of communicating effectively both in written and oral English, at all times during the term of the Contract.

3. Contractor shall endeavor to maintain excellent public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and disturbance to the public. Work shall be performed by competent employees and supervised by a person(s) experienced in supervising landscape maintenance operations.
 4. Contractor shall ensure that its employees are dressed in a company uniform shirt recognizable as Contractor's.
- C. MATERIALS TO BE PROVIDED BY THE CONTRACTOR: The Contractor, at Contractor's sole expense, shall furnish all necessary equipment, supplies, and materials of good quality and in the amounts necessary to fulfill these specifications and to accomplish an acceptable and professional level of maintenance, as determined by the City Representative. The quality and quantity of materials provided by Contractor must be approved by the City Representative. These supplies and materials shall include, but not be limited to:
1. All necessary fuel, oil, equipment, machinery, and parts.
 2. All necessary pesticides, herbicides, insecticides, and rodenticides and all relevant licenses.
 3. All necessary fertilizers and soil amendments.
 4. All trash container supplies, including trash can liners, graffiti remover and cleaning solutions, etc., as approved by the City.
 5. All necessary horticultural supplies and landscape tools.
 6. All parts necessary for the repair and proper maintenance of all irrigation systems.
 7. All materials are to be new and identical to existing manufacturer and model number, unless directed otherwise by the City Representative.
- D. CONTRACTOR RESPONSIBILITY - DAMAGES: The Contractor shall be fully responsible for any and all damage to City property resulting from the Contractor's operations. This shall include, but not be limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, irrigation system, ground cover or other landscape items that are lost or damaged due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage to buildings, infrastructure, hardscape, and other improvements due to Contractor's negligence. The City

Representative shall determine if the contractor is negligent. The City shall be responsible for replacing any plant material that is damaged or destroyed as a result of acts of vandalism or theft.

- E. UNDERGROUND ALERT SYSTEM: Underground alert systems must be notified a minimum of 48 hours in advance prior to commencing work that involves digging underground. This notification is required for each location said work is performed. Written verification of such notification shall be provided to the City Representative prior to commencing work.
- F. PROPERTY DAMAGE: Any damage to utility lines shall be immediately reported to the relevant utility company, as well as to the City Representative. The cost of the repair, if required, will be at the Contractor's expense. If damage occurs to any landscape material, irrigation system components, adjacent hardscape surfaces or other property, immediate repair or necessary replacement of the same shall be at the Contractor's sole expense.
- G. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS: Contractor shall be responsible for the protection of all improvements adjacent to the work, such as irrigation system components, drain pipes, lawns, brick work, plants, masonry work, fences, walls, sidewalks, street paving, etc., located on either public or private property. If any improvements are removed or damaged, other than those designed for removal, then such improvements shall be replaced in kind at the Contractor's sole expense, and to the City's satisfaction, within forty-eight (48) hours. If the Contractor fails to render proper repairs within the 48 hour limit, the City will make the repairs and deduct the cost of such repairs, plus 15% administrative costs, from the Contractor's monthly bill.
- H. TRAFFIC CONTROL:
 - 1. Contractor shall conform to all California Vehicle Code, and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall conduct all work in a manner that will insure continuous traffic flow on all streets, at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector prior to start of work. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.
 - 2. Signs used for handling traffic during the course of this project shall be in

accordance with the "Work Area Traffic Control Handbook" (WATCH) published by Building News, Inc., and made a part of these detailed specifications. The method in which signs, barriers, and other miscellaneous traffic devices are used during construction shall be in accordance with the publication mentioned. A copy of said publication is on file at the Moorpark Public Services Facility. All signs shall be illuminated or reflectorized when they are used during hours of darkness. All cones, pylons, barricades, or posts used in the diversion of traffic shall be provided with flashers or other satisfactory illumination if in place during hours of darkness.

3. Traffic control and detours conforming to all the provisions of these specifications, unless otherwise specified and itemized in the bid schedule, shall be included in the Contract unit or lump sum prices paid for various items of work wherein traffic control and/or detours are required, without additional compensation.
 4. Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars (\$150.00) for each day that the Contractor fails to conform to any California Vehicle Codes, CAL OSHA requirements or traffic control measures as described in these specifications.
- I. SUBCONTRACTORS: Contractor shall only use subcontractors in the performance of this Contract listed on the Subcontractor(s) form submitted with the bid documents. All subcontractors shall be licensed and shall only provide the services listed and licensed to perform. Any subcontractor not listed on the Subcontractors form or any changes made to the subcontractors used by the Contractor during the term of the Contract, shall be approved in writing by the City Representative. The City reserves the right to reject the services of any subcontractor, for any reason, and at any time during the performance of this Contract.
- J. HAZARDOUS WASTE AND NPDES REQUIREMENTS:
1. Contractor shall comply with CAL OSHA standards and the American National Standard Institute, Z133.1.1988 Safety Requirements in the performance of all work under this Contract. The Contractor shall conduct the work required in such a manner as to cause the least amount of interference to the public and the general operations of the City.
 2. Contractor shall be responsible for compliance with all Federal and State hazardous waste and materials requirements, codes and laws. Any situations involving the use of, or observance of, hazardous waste or materials shall be reported to the City Representative immediately.

3. Contractor shall be responsible for compliance with all Federal, State and local requirements, codes and laws regarding National Pollutant Discharge Elimination System (NPDES). Information and specifications can be found in the document entitled, "Stormwater Pollution Control Guidelines for Construction Sites," which by reference is a part of these specifications and is available for review at the Moorpark City Hall front counter.
4. Contractor shall implement all necessary steps to ensure the methods and practices it uses to carry out its responsibilities under this contract comply with NPDES, including but not limited to: maintaining a clean work site; properly disposing of all debris; appropriate storage of materials; managing and operating vehicles and equipment in a manner to prevent leaks and spills; preventing pollution of the storm drain system during import, export, stockpiling, and spreading of landscape debris and materials, and preventing and controlling the discharge of soil sediments, fertilizers, herbicides, insecticides, rodenticides, solvents, cleaning solutions, and other chemicals.

K. INSPECTION TOUR AND PUNCH LIST: The Contractor shall accompany the City Representative on a no less than twice monthly, inspection tour of landscaped areas at a time specified by the City Representative. The Contractor shall provide a detailed written punch list of all areas maintained for review by the City Representative within twenty-four (24) hours of completing said inspection tour. The punch list shall contain a detailed list of broken and/or inoperable sprinklers, irrigation malfunctions and landscape deficiencies and it shall identify the location of deficiencies and a written timeline for completion. Contractor shall be expected to make repairs and correct deficiencies within five (5) business days, unless the repair requires immediate response or is otherwise stated herein. Contractor shall provide the City Representative with a follow up punch list documenting the status of required repairs and corrections. If corrections and repairs are not completed within the allocated time, the Contractor may incur liquidated damages, as more fully described in Section L. If Contractor fails to repair or correct deficiencies within five (5) working days past the time line approved by the City, Contractor may be found in nonconformance with the Contract and City, at its discretion, may take corrective action at Contractor's sole expense, plus 15% administrative fee, and assessed liquidated damages. Such fees and expenses shall be deducted from Contractor's invoice.

The Contractor shall prepare and submit to the City Representative at the end of each month, a Contractor Weekly Report (Exhibit C). The report shall identify all maintenance items that have been completed, as well as maintenance deficiencies, hazards or other items requested by the City or observed by the Contractor.

The Contractor shall prepare and submit to the City Representative at the end of each month, a Contractor Weekly Irrigation Report (Exhibit D). The report shall identify the current irrigation schedule and station run times, any changes made to the irrigation schedule within the inspection period, any damages or repairs to the irrigation system and any other information requested by the City.

- L. DEFICIENCIES - LIQUIDATED DAMAGES: Failure by the Contractor to perform the services described herein, adhere to the service schedule, service the irrigation system, perform required services and/or repairs, or reprogram each conventional controller weekly per local ETo data pursuant to this Contract, will be considered a deficiency. It is agreed that said deficiencies will result in damage to the City. Contractor shall be responsible for all costs associated with said damage including any additional costs incurred by the City in the inspection, administration and performance of the work not performed or performed improperly by the Contractor, in addition to the liquidated damages amount as follows:

Liquidated damages shall be assessed in the amount of One Hundred Fifty dollars (\$150.00) for each incident at each separate location, for each day that the deficiency remains uncorrected.

Furthermore, in the event Contractor fails to effectively manage water use, the over-usage cost will be borne by Contractor. As further described, such cost incurred by City shall be deducted from the Contractor's monthly payments.

- M. CITY'S RIGHT TO USE OTHER LABOR: Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by City work forces and other Contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, specialized pest control, construction, storm related operations, staging of police and fire for emergencies and disaster control, and a variety of recreation programs and special events. During said activities and operations the Contractor may be required to modify or curtail certain work tasks and normal maintenance operations, and shall promptly comply with any request thereof by the City.

- O. CONTRACTOR VEHICLE AND EQUIPMENT IDENTIFICATION: Contractor shall clearly identify each vehicle and equipment (i.e. tractors, trailers, ride-on mowers) used at said facilities in the performance of this contract with decals on the exterior right and left front door panels, or other City approved location, identifying the Contractor's name, and phone number. Decals shall not be less than 12 inches by 18 inches in size, and shall be clearly visible from a distance of 50 feet.

Contractor's maintenance vehicles exterior paint and vehicle body shall be kept clean, new in appearance and in a generally well maintained condition.

P. WORK BY CITY FORCES BECAUSE OF NONCONFORMANCE TO CONTRACT: Should the Contractor fail to correct deficiencies or public nuisances, these will be considered to be of an emergency nature and cause for the City make corrective repairs. Such work shall be billed to the Contractor for each callout, plus actual time spent on the repairs. It also should be noted that there is a minimum two (2) hour charge for labor on any callout. City staff hourly costs shall be assessed as follows (subject to change per current salary distribution):

Parks and Recreation Director:	\$185/hr.
Parks and Landscape Manager:	\$150/hr.
Landscape/Parks Maintenance Superintendent or Supervisor:	\$120/hr.
Maintenance Worker III:	\$70/hr.

City staff overtime hourly costs for weekend work or after hours work shall be assessed as follows (subject to change per current salary distribution):

Parks and Recreation Director:	\$278/hr.
Park and Landscape Manager:	\$225/hr.
Park/Landscape Maintenance Superintendent or Supervisor:	\$180/hr.
Maintenance Worker III:	\$105/hr.

Q. EXTRA WORK:

1. The Contractor shall not have the exclusive right to perform extra work. Extra work may be performed by the Contractor at the discretion of the City, City forces, or by competitive bid at the sole discretion of the City.
2. Additional work outside the performance requirements such as, but not limited to, shrub and tree planting, renovation, and improvement, shall be required on occasion.
3. The costs for such extra work shall be based on the fair market value of supply and labor costs and shall be agreed to in a written proposal prior to commencement of said work. Only those extra work items authorized in writing on a City standard Work Order form or other form approved by the City, prior to the start of work, shall be considered for payment.
4. Extra work shall not be performed by regularly scheduled personnel and shall be performed during regular working hours unless authorized in writing by the City. Contractor shall submit certified payroll reports for all extra work services.

R. EQUIPMENT STORAGE ON CITY PROPERTY: Storage of equipment, supplies and materials at a City park or other City property shall only be allowed with prior

written approval from the City. In the event the City consents to allow Contractor to use designated City property for storage, Contractor agrees to assume full responsibility for loss, theft, damage to its equipment, supplies and any injury that may arise to any person. Contractor also assumes full responsibility for any and all damage to City property as a result of any Contractor owned property stored on City property, whether storage is temporary or permanent. Contractor acknowledges that Section 10 Indemnification of this contract applies to such storage

S. VANDALISM AND THEFT:

1. The City shall be notified immediately by the Contractor in regards to any acts of vandalism, including graffiti, and theft to City landscaping, irrigation systems, or other improvements observed or found by Contractor's employees, regardless of the cause.
2. Damage caused by vandalism, theft or accident, not caused by Contractor, shall be the responsibility of the City, including labor costs.

T. PERFORMANCE DURING INCLEMENT WEATHER:

1. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather. Contractor shall reschedule and complete all maintenance activities that were not completed on the next available day that weather conditions permit such activities.
2. Failure to adjust the work force and demonstrate that adequate progress has been completed, or failure to reschedule maintenance activities, shall result in a deduction of payment to reflect only the work actually accomplished.
4. The Contractor shall re-stake and re-tie trees as required, and continue to monitor trees during storm conditions.
5. The Contractor shall remove and clean all debris deposited in drainage areas resulting from inclement weather, to mitigate potential flooding of landscaped areas.
6. Contractor shall adjust controllers and timers to the "OFF" position, which shall remain off until local "ETo" data indicates that conditions are appropriate to set in the "ON" position. It shall be the Contractor's responsibility to monitor local "ETo" data to ensure that controllers and timers are activated at the appropriate time.

U. CONTRACTOR DISPOSAL/RECYCLING RESPONSIBILITY:

1. The Contractor shall dispose of all cuttings, weeds, leaves, trash and other debris from operations as work progresses. All green waste, recyclables, and refuse shall be disposed in City provided bins designed for such material and in accordance with the solid waste provisions of the Moorpark Municipal Code. Contractor agrees to segregate the aforementioned materials to maximum extent possible. Contractor shall not, at any time, dispose of materials resulting from work not related to this Contract in any City provided bin. If requested by the City, Contractor shall make every effort to estimate tonnage disposed.
2. Contractor shall keep City trash enclosures clean and neat on a daily basis. All debris shall be disposed in the bin and not allowed to accumulate on the floor of the enclosure. If a bin is full and will not accommodate additional debris, Contractor shall notify City immediately and dispose of remaining debris in an alternative City bin. Bin lids shall remain closed. Trash enclosure gates shall be closed and locked when the Contractor leaves each site each day. Damage, vandalism, and graffiti to the trash enclosures shall be immediately reported to the City Representative whenever observed by Contractor.

V. KEY CONTROL

1. Contractor shall be responsible for assigned keys, and shall be held responsible for the proper use and safe keeping of all keys issued by the City to the Contractor.
2. Contractor agrees not to duplicate any keys and acknowledges that California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.
3. Contractor shall immediately report all lost or stolen keys to the City Representative.
4. Upon expiration, cancellation or termination of this Contract, all keys received by the Contractor shall be returned to the City.
5. Contractor shall reimburse the City all costs and expenses as determined by the City for any key or lock replacements, due to contractor's negligence. Such costs shall be deducted from any payments due or to become due to contractor and may include the costs to replace padlocks, re-keying door locks, and shall include staff time and 15% administration fee, if deemed necessary by City to secure and protect City properties and facilities.

W. PRIOR INSPECTION OF AREAS: Contractor acknowledges that he/she has completed a personal inspection of the areas to be maintained and has evaluated the extent to which the physical condition thereof will affect the services to be provided. By entering into this Contract, the Contractor shall be deemed to have agreed to accept the condition of the work area in its "as is" condition with the intent to perform maintenance services according to Contract specifications.

X. SAFETY:

1. Contractor shall at all times adhere to all applicable safety practices and cooperate with the City in any adverse condition related thereto.
2. Contractor shall cooperate with the City during the investigation of an accident on City property and submit a complete written report to the City within twenty-four (24) hours following the occurrence.
3. Contractor shall inspect all areas maintained under the provisions of this Contract on a daily basis for all potential hazards, and maintain a daily safety inspection report which indicates date inspected and action taken to correct conditions if necessary. This report shall identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The City Representative shall be immediately notified of any potentially unsafe or hazardous condition found by the Contractor.

EXHIBIT B
SCOPE OF WORK

A. MOWING:

1. Mowing equipment shall be a power driven reel-type equipped with rollers or a rotary-type deck mower, and shall be configured so that the outer edges of the mower blades are covered with protective guards in accordance with manufacturer's design specification. Mowing activity shall leave no signs of visible clippings on turf and shall be in alternating patterns. Blades shall be kept sharp at all times.
2. Turf areas shall be inspected for all potential hazards such as holes, gopher mounds, rocks, glass, nails or other debris, prior to and after each mowing. All such material shall be immediately removed by contractor. Contractor shall fill holes, knock down and grade gopher mounds and re-seed bare areas caused by such damage. Turf seed shall be identical to the existing turf type
3. Turf shall be mowed to the cutting heights or methods as follows:

<u>Turf type</u>	<u>Month</u>	<u>Height/method</u>
Bermuda:	Year Round	$\frac{3}{4}$ "

4. Turf shall be mowed weekly.
5. Turf mowing at each park location shall be completed in one day, and shall be completed per the City approved mowing schedule submitted by the Contractor.

B. EDGING AND TRIMMING:

1. Mechanical type edging includes walkways, sidewalks, parking lots, driveways, curbs, tree wells, and shrub and groundcover beds, and shall be performed concurrently with mowing at each location.
2. Sprinkler heads shall be kept free of grass to allow for proper operation and coverage. This shall be performed by mechanical methods only, unless otherwise specified by City.
3. Edging against hardscape shall be performed in a manner that results in a neat well-defined V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade, and shall not exceed $\frac{1}{2}$ inch from the hardscape surface being edged.

4. Trees growing in turf areas shall have tree wells not to exceed 12" in diameter, centered on the main stem or trunk of the tree. Tree wells shall be edged concurrently with each mowing and shall be performed by mechanical methods only. Great care shall be taken to avoid damage to tree bark tissue and roots. Trees damaged from the Contractor's edges practices shall be replaced by the Contractor with a replacement tree at Contractor's expense. Tree replacement size shall be 24" box and replacement species shall be determined by the City Representative.
5. Curbs, gutters, walkways and all hardscape areas shall be cleaned and free of accumulated grass clippings, dirt and other debris upon completion of each mowing operation. Grass clippings shall be removed on days mowed and shall not be left overnight.
6. Edging next to retaining walls and fences shall be done using a power string type trimmer, and shall be completed in such a manner to avoid excessive string contact to the exterior surface of retaining walls, fences and all areas edged with a sting type trimmer.
7. Chemical edging is not permissible without written approval by the City Representative. If approved in writing by the City Representative, all chemicals utilized shall be 'non-restricted' and approved by the County of Ventura Agricultural Commission's Office and shall meet the requirements of Sections G, H and Exhibit A, Section M.

C. TURF FERTILIZATION:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative in writing of the application date, location, fertilizer formula to be applied and amount. applied at each location/park.
2. Fertilization of turf grasses shall be accomplished every 60 days with the fertilizer formula described below:

Application of ammonium sulfate (21-0-0) 5lbs./1,000 s.f. To ensure adequate soil conditioning of phosphorus and potassium, a complete fertilizer such as 16-6-8 or equal shall be substituted in late fall and again in early spring at a rate of 6 lbs./1,000 s.f.
3. The Contractor shall broadcast the fertilizer in such a manner as to insure uniform coverage with minimum overlap.
 - a. The turf shall be free of moisture at the time the fertilizer is applied.
 - b. Application of the fertilizer shall be completed in sections, in accordance with the area covered by the automatic irrigation controllers, so that the soil may be thoroughly soaked immediately

after the fertilizer is broadcast.

D. SHRUB AND GROUND COVER FERTILIZATION:

1. One month prior to scheduled fertilization, Contractor shall notify the City Representative in writing of the application date, location, fertilizer formula to be applied and amount applied at each location/park.
2. Shrub and ground cover areas shall be fertilized every 60 days. Prior to shrub fertilization, Contractor shall contact the City Representative and provide written verification of approved fertilize formulation and total amount to be applied per site prior to application. Shrub formulation and at the application rates are as follows:

Application of ammonium sulfate (21-0-0) 5lbs./1,000 s.f. To ensure adequate soil conditioning of phosphorus and potassium, a complete fertilizer such as 16-6-8 or equal shall be substituted in late fall and again in early spring at a rate of 6 lbs./1,000 s.f. The area shall be deep-watered immediately following the fertilizer application.

3. Contractor shall submit a written schedule to the City Representative for written approval prior to application.

E. MAINTENANCE OF SHRUB AND GROUND COVER AREAS: The Contractor shall be responsible for weeding every week, weekly removal of leaf litter and daily removal of trash and debris. Trimming shall only be performed with prior written approval by the City Representative and shall not alter the appearance of the landscaping.

1. Ground cover shall be kept neat in appearance and confined within curbs and intended borders and kept litter free. Planters shall be replenished with bark mulch, refer to landscape plans, 14 days prior to the end of one-year maintenance period.
2. Weeds, grasses and invasive plant species, as determined by the City Representative, shall be removed from all shrub and groundcover planting areas as a regular service requirement of this Contract. Weeds shall be removed manually, unless the Contractor has received prior written approval to utilize alternative means of weed control by the City Representative.
3. Chemical weed control shall only be permitted with prior written approval by the City Representative. All chemicals utilized shall be 'non-restricted' and approved by the County of Ventura Agricultural Commission's Office and shall meet the requirements of Sections G, H.

4. Contractor shall fill holes, knock down and grade gopher mounds and re-install groundcover in areas caused by such damage. Groundcover shall be identical to the existing groundcover type and reinstalled with flatted plant material or as otherwise directed by City Representative.
- F. MAINTENANCE OF TREES AND SHRUBS: The Contractor shall be responsible for the maintenance and upkeep of shrubs and trees. Tree care is limited to the removal of sucker growth, spouts, and limbs that obstruct the right of way and/or present a potential hazard, originating from the tree trunk, from the ground to the first eight (8) feet.
1. Maintenance of Trees and Shrubs: Trimming and pruning shall be performed with prior written approval by the City Representative and shall be in accordance with the International Society of Arboriculture (ISA) standards, the standards and practices acceptable to the City and shall be consistent with the guidelines furnished below:
 - a. Pruning for removal of dead, damaged or diseased parts.
 - b. Pruning trees for removal of water sprouts and suckers as they develop.
 - c. Pruning for shape and form shall include lifting of low tree branches to prevent hazards.
 - d. Pruning shall be done with clean sharp tools. Cuts shall be made parallel with the collar but close enough to allow cambium growth around wound, per ISA standards.
 - e. Parking lot trees shall have no branches lower than six (6) feet from top of curb, or as directed by the City Representative to provide proper line-of-sight for traffic movement.
 - f. Shrubs shall be pruned monthly, or as often as necessary, to provide a neat and shapely appearance. Trimming shall not be excessive and shall be limited to no more than 10% of the overall size of the plant material, unless otherwise directed by the City Representative. Pruning methods shall provide a natural shape.
 - g. Shrubs shall be maintained at a height no greater than 1½ feet from top of curb at designated areas to allow for traffic safety, per standard plans.
 - h. It is the Contractor's sole responsibility to conform to trimming and

pruning standards on all work performed. The Contractor agrees to accept all responsibility for the replacement of trees and shrubs damaged by Contractor's pruning operations, if so determined by the City Representative that replacement is required.

2. Tree / Shrub Replacement: Any tree or shrub badly damaged and in need of possible replacement shall be brought to the attention of the City Representative. The City Representative shall determine if the tree or shrub shall be removed and/or replaced. No tree or shrub shall be removed without prior written approval from the City Representative.
3. Tree Supports and Stakes: Weekly inspections shall be made of each tree braced by a tree support to insure that the support is intact, and that the tree has not outgrown the support.
 - a. Tree staking shall be performed in accordance ISA Standards.
 - b. Tree supports shall be adjusted as necessary to conform with the caliber of the trunk to which it is attached.
 - c. Tree supports and stakes shall be inspected and removed when the tree has outgrown its support or as determined by the City Representative.
 - d. Tree supports and stakes shall be replaced or removed, as needed, or as directed by the City Representative.
 - e. Contractor shall inspect all tree wells and remove all broken or unnecessary stakes that create a hazards condition to the public.
 - f. Where plastic arbor guards have been installed at base of the tree trunk, Contractor shall maintain and replace missing guards as needed.

G. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE APPLICATION:

1. Scope: All work involving the transport and use of pesticides, herbicides, rodenticides and insecticides shall be in compliance with all Federal, State, County and local laws. The Contractor shall possess all valid State and County licenses and permits required for pesticide, herbicide, rodenticide and insecticide transport and application operations.

Pesticide applicators (persons) assigned by the Contractor to perform pesticide operations shall have a valid license issued by the State of California Department of Pesticide Regulation Enforcement Branch.

Applicators shall maintain valid State certification for categories specific to each pesticide for recommendation or use.

Contractor shall be in strict compliance with all pesticide directives and laws governed by the County of Ventura Agricultural Commissioner's Office and be identified in the City of Moorpark's Restricted Materials Permit before conducting any Pesticide operations in the City.

The Contractor shall not store Pesticides on City owned property at any time and for any reason without exception.

Contractor shall provide the City with photocopies of valid Pest Control License (s), State Pest Control Advisor's License (s), and State Qualified Applicator's License (s) for individuals engaged in the transport and use of all applicable pesticides, herbicides, rodenticides and insecticides within the areas to be maintained under the provisions of this Contract.

2. Intent to Spray Application: Contractor shall submit in writing to the City Representative, an Intent to Spray Application (Exhibit E) prior to the application of any pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s). All applications must be approved in writing by the City. Such authorization shall depend upon the Contractor's submission to the City Representative the information outlined below:

- a. The exact location(s) where the pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) is to be used, with the identification of the Insect (s), weed (s) and/or rodent (s) to be controlled.
- b. That the pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) shall be applied at the manufacturer's recommended rates and shall conform with manufacturer's application instructions.

3. Chemical Weed Control: Chemical weed control at all turf locations shall be performed as a regular service requirement of this Contract to insure areas are kept free of weeds. Chemical weed control in shrub and groundcover planting areas shall only be performed with prior written approval by the City Representative.

Weed infestation of the turf, shrub and ground cover areas, may only be controlled with 'non-restricted' commercial herbicide (s), as governed by the County of Ventura Agricultural Commissioner's Office. Contractor shall submit in writing to the City Representative, an Intent to Spray Application (Exhibit G) prior to the application of any herbicide (s). All herbicide applications must be approved in writing by the City. Such authorization shall depend upon the Contractor's submission to the City

Representative the information outlined below:

- a. The exact location(s) where the herbicide (s) is to be used, with the identification of the weed (s) to be controlled.
- b. That the herbicide has no harmful effect upon desirable plant materials.
- c. That the herbicide shall be applied at the manufacturer's recommended rates and shall conform with manufacturer's application instructions.

4. Disease and Harmful Insects:

- a. Inspections of landscaped areas shall be made daily for evidence of disease and harmful insects.
- b. If evidence of disease or harmful insects is found, a report shall immediately be submitted to the City Representative. The report shall include:
 - 1) The exact location(s) where the disease, harmful insects are prevalent.
 - 2) The Contractor's opinion of the type of disease, insect.
 - 3) The Contractor's recommendation for control and elimination of the disease or harmful insects.

5. Rodent Control: Rodent control at all locations shall be performed as a regular service requirement of this Contract to insure all areas are kept free of rodents.

- a. The Contractor's Pest Control Advisor's (PCA) recommendations shall provide specific names of the specific vertebrate specie(s) expected to be killed by the use of the rodenticide recommended, and shall further include any known secondary target host (other vertebrate animals) that would likely be killed by the use of the rodenticide recommended.

Contractor shall provide for the safe control and eradication of rodents with the intent to safeguard and promote the wellbeing of all surrounding habitat in the areas to be treated. Contractor further agrees to follow the PCA's Recommendation (s), and to advise the City of any known alternative methods for the control

and eradication of rodents. The City reserves the right to reject the use of any rodenticide at any time.

In no instance shall the Contractor, Contractor's Pest Control Advisor or Contractor's Pest Control Operator recommend or apply any anticoagulant rodenticides.

- b. The Contractor shall be responsible for implementing the rodent control practices approved in writing by the City's Representative. The contractor may use the subcontractor identified in the bid documents, at the Contractor's sole cost. An alternate subcontracted commercial pest control company, hired at the Contractor's sole cost, may be approved with prior written approval by the City's Representative.
- c. Contractor agrees to hire and bear the cost of securing a pest control company (subcontractor to be approved in writing by City) if Contractor fails to implement effective pest control measure within 30-days written notification by City.

H. PESTICIDE, HERBICIDE, RODENTICIDE AND INSECTICIDE RECORDS:

- 1. All pesticides, herbicides, rodenticides and insecticides to be used that are designated "restricted" by the State of California Department of Pesticide Regulation, shall be approved by the City Representative prior to use and shall follow the guidelines outlined by the County of Ventura Agricultural Commission's Office. A written recommendation of proposed pesticide (s), herbicide (s), rodenticides (s) and/or insecticide (s) restricted in California shall include commercial name, concentrations, application rates and usage. The recommendation shall be prepared by a licensed California Pest Control Advisor and submitted a minimum of fourteen (14) days prior to intended use. No work shall begin until written approval of use is obtained, and a notice of intent has been filed with the Ventura County Agricultural Commissioner's office, as required, and the City.
- 2. All chemicals shall only be applied by those persons possessing a valid California Pest Control Operators (P.C.O.) license or under the supervision of a P.C.O. Application shall be in strict accordance with State of California Department of Pesticide Regulation and Ventura County Agricultural Commissioner's Office. Records of all operations stating date and time treated, geographic location, field location, operator ID/permit number, operator's name and address, application name and address, site treated, acres planted, acres treated, application method, U.S. EPA/California pesticide registration number of product applied,

pesticide product name and manufacturer, total amount of product applied, and name and signature of person preparing report shall be made and retained in an active file for a minimum of two (2) years by the Contractor. Copies of Contractor's pesticide training records shall be presented to the City within 24 hours of notice to produce such records.

3. Notification of Intent to spray or apply pesticides, herbicides, rodenticides and insecticides used by the Contractor on City property shall be submitted to the City Representative. The City Representative shall have access to all pesticide records upon request. The Contractor shall retain all records in accordance with Department of Agriculture regulations and requirements
4. Pesticides, herbicides, rodenticides and insecticides shall be applied in a manner to avoid non-target areas. Precautionary measures shall be employed since all areas will be open for public access during application.
5. The City shall reserve the right to reject the use of pesticide herbicides, rodenticides and insecticides at any time and for any reason of justification as determined by the City Representative.

I. MAINTENANCE OF IRRIGATION SYSTEMS:

1. The Contractor shall bear sole responsibility and cost for both labor and materials for cleaning, repairing, adjusting and replacement of automatic irrigation system components, with the exception of backflow protection devices. Contractor shall repair and/or replace as needed any irrigation system components, including irrigation systems within athletic fields, to insure optimal operation of the irrigation system. All irrigation systems shall perform according to the original design and installation intent.

The City shall bear the cost of all irrigation system repairs that are the result of vandalism or theft. Contractor shall submit to the City a written vandalism or theft report, in a format approved by the City, for any claims of irrigation system damage due to vandalism or theft. Contractor shall not make repairs without prior written approval.

2. The Contractor shall be responsible for the cleaning, repairing, adjusting and replacement of all items, at its sole cost, listed in the succeeding paragraphs in addition to the following:

- * Irrigation Controllers (exception necessary replacement)
- * Plastic pipe
- * Remote control valves
- * Remote control valve wiring

- * Valve boxes and valve box covers
- * Batteries
- * Plastic pipe fittings
- * Galvanized steel pipe
- * Galvanized steel fittings
- * Main lines
- * Sprinkler heads
- * Sprinkler assemblies
- * Riser assemblies
- * Quick coupler valves
- * Hose bibs
- * Gate valves

3. Replacement of any item shall be with a new item of identical manufacturer and model number, unless otherwise approved in writing by the City Representative.
4. The Contractor shall inspect and examine the irrigation system weekly at all locations, while water is on. Any part of the system not functioning normally shall immediately be cleaned, adjusted, repaired or replaced as needed to restore the system to normal operation. This shall also apply in times of service failure for any reason.
5. At the sole discretion of the City, irrigation controllers shall be replaced when determined to be inoperable and no longer functional. City shall be responsible for cost of the replacement irrigation controller equipment, and Contractor shall bear sole responsibility for labor and related materials necessary for installation of said replacement (s).
6. All mainline repairs shall be inspected by the City Representative prior to backfilling to approve quality of backfill and compaction.
7. Contractor shall use a soil probe to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones (as directed by the City).
8. Excessive watering shall be avoided to mitigate water run-off onto roads, sidewalks, parking lots, recreation use areas, and areas designated for special events and programs. Special attention shall be given to the relationship of conditions that affect day and night watering.
9. Contractor shall prevent water from over-spraying onto walls, walkways, parking lots, streets and private property. For this purpose, the Contractor shall provide the necessary repair, replacement, and component adjustment as required of all sprinkler heads, nozzles, swing joints and

pipe risers. In cases where irrigation system design features makes this impractical or impossible, the Contractor shall provide, at no cost to the City, a recommended plan of component changes and/or a cost estimate for installation of the changes needed for the purpose of mitigating the undesirable over-spray.

10. All repairs, adjustments, cleaning or replacements of any part of the system that cannot be completed within one (1) hour of detection, shall be immediately reported to the City, and provisions made by Contractor to complete said repair prior to the close of the next regular business day. Additional time may be granted in writing, at the sole discretion of the City Representative.
11. Contractor shall take corrective action and immediately report to the City Representative any conditions that may create a public hazard.
12. If an automatic irrigation system or a portion of a system should malfunction, the Contractor shall provide manual operation of that system for a period of time until the system is restored to normal operation.
13. At the request of the City, Contractor shall identify and mark the location of sprinkler heads with provided flags, at no additional cost to City, to assist with improvement projects.
14. The following specifications are provided for replacement of plastic pipe, plastic fittings, galvanized steel pipe, galvanized steel pipe fittings, and remote control valve wiring:
 - a. Plastic pipe shall be polyvinyl chloride (PVC) Schedule 40, Type 1, Grade 2 (PVC 1220).
 - b. Plastic pipe fittings and connections shall be PVC Schedule 40, except nipples, which shall be Schedule 80.
 - c. If existing galvanized steel pipe and galvanized steel pipe fittings require repair, they shall be identical type and model.
15. Time of Completion: Non-emergency irrigation repairs shall be completed by the Contractor by the end of the following business day that the problem was reported to the City in writing, using City approved materials, supplied by the Contractor. Emergency irrigation repairs, as determined by the City Representative, shall be immediately repaired.
16. Repair Inspection: Irrigation inspections by the City Representative may occur within one (1) working day of notification of services or repair

completion. The City Representative shall inspect and verify performance and service of the repair. Should such inspections find the repair to be deficient, the Liquidated Damages clause of this Contract may be enacted at City's sole discretion.

17. Irrigation Materials:

- a. All replacement materials are to be identical type, manufacturer and model number unless a substitute is approved in writing by the City Representative.
- b. Contractor shall maintain an adequate inventory of medium-to-high usage stock items for repair of the irrigation systems.
- c. Contractor shall implement repairs in accordance with all effective warranties, and with no additional payment.
- d. All materials are to be new and identical to existing materials, per these specifications, unless otherwise approved in writing by the City Representative.

18. Irrigation Trained Personnel: The Contractor shall provide and irrigation technician, fully trained in all phases of landscape irrigation system operations, maintenance, adjustment, repair and replacement. This is to include, but not limited to, diagnosis and repair of controllers (motors, switches and fuses), valve wires, control valves, lateral lines, gate valves, main lines, strainers, moisture sensors, master valves and electric pedestals.

The Contractor's irrigation technician shall have a minimum of seven (7) years of experience at the technician level. During the term of the Contract, the City Representative shall approve any changes to the irrigation technician position.

The irrigation technician shall be required to carry a basic inventory of irrigation parts and equipment to complete the necessary repairs.

Contractor shall provide additional irrigation personnel as needed, to provide irrigation repair and maintenance services described herein, in emergency situations and as directed by the City Representative.

J. IRRIGATING AREAS: It shall be the responsibility of Contractor to maintain, operate, and adjust watering schedules to weekly local evapotranspiration (ET_o) weather station reports as specified below, or as otherwise directed by City Representative, including but not limited to adjusting irrigation controllers and

timers.

1. Watering of Turf, Shrub and Ground Cover Areas:

- a. Watering of turf, shrub and groundcover areas shall be scheduled pursuant to local evapotranspiration (ETo) data or by the City's Central Irrigation Management System. The Contractor shall utilize local ETo data to manually program the automatic irrigation controllers. Current local ETo data can be found at www.foxcanyongma.org.
- b. The automatic irrigation controllers shall be set to accommodate local ETo data. Failure to set irrigation schedules based on local ETo data, or scheduling the controllers such that the soil conditions have reached the point of over-saturation, shall result in liquidated damages.
- c. Contractor shall be responsible for the programming of the automatic controllers as directed by the City Representative. Contractor shall submit to the City a monthly schedule of the irrigation system schedule. Any changes to the schedule must be submitted to the City for approval. City may request a change of programming at any time.
- d. Programming and scheduling of the City's Central Irrigation Management System shall be the responsibility of the City. Contractor shall manually turn on the system to check irrigation coverage and irrigation system components for conformance to this contract as described herein. Contractor shall not make any adjustments to the Central Irrigation System.
- e. Since water requirements of plants vary according to the season, plant variety and soil conditions, the Contractor shall consider the variation in size of plants, roots, soil, irrigation components and weather conditions when making water determination requirements. Extremely close attention shall be paid to the water demands of plants as influenced by their exposure to sun, wind, shade and geographic location. All landscape and turf areas shall be irrigated as required to promote vigorous and healthy plant growth.
- f. Contractor shall furnish the necessary labor to provide watering of all turf and landscape areas.
- g. The automatic irrigation controllers shall be set to water during the

hours of 10:00 p.m. and 7:00 a.m., Monday through Thursday, unless park use prohibits this schedule, or the City Representative directs an alternative schedule in writing. No regularly scheduled irrigation shall be permitted Friday 9:00 a.m. through Sunday 10:00 p.m.

Exception to the above shall be directed by the City Landscape Representative in writing.

- h. Contractor shall make adjustments to the irrigation schedule as required to minimize runoff onto sidewalks, and streets.
- i. Over-watering, which is represented by excessive run-off, over saturation, or high use rates caused by the Contractor's negligence, shall result in liquidated damages and the cost of water incurred by City
- j. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.

- 2. Irrigation Reports: The Contractor shall maintain and submit to the City Representative in writing:
 - a. Irrigation Controller Program Log: To be submitted to the City Representative within one business day of an irrigation program schedule that is not pursuant to local ETo data.
 - b. Vandalism or Theft Report: Contractor shall prepare a written vandalism or theft report with a description of the location, date and time observed, item(s) or component(s) damaged or stolen, and the number of components involved. A written report shall be submitted within one (1) business day to the City Representative.
 - c. Irrigation Schedule and Maintenance Report: Contract shall prepare a weekly Irrigation Schedule and Maintenance Report (Exhibit D) and submit a copy to the City Representative monthly.
- 3. Irrigation During Inclement Weather: Contractor shall adjust irrigation controllers to the "OFF" position prior to actual inclement weather conditions and when local weather reports forecast a 40% or greater chance of inclement weather or as directed by the City Representative. The Contractor will be responsible to return controllers and timers to the "ON" position when "ETo" indicates conditions are appropriate.

K. SWALES, DRAINS AND CATCH BASINS:

1. Contractor shall maintain all swales, drains and catch basins on a weekly basis. Maintenance operations shall insure that swales and drains are maintained free of sand, mud, rocks and miscellaneous debris at all times so that water will have an unimpeded passage to its outlet.
2. Drains and collection boxes shall be inspected weekly, and cleaned and cleared of all debris as needed.
3. Drain grates shall be inspected weekly. Contractor shall immediately inform the City of any broken or missing grates, and secure same to keep the area safe for public use.

L. DRINKING FOUNTAIN MAINTENANCE:

- 1 Contractor shall inspect clean and disinfect entire fixtures daily.
2. Leaking fixtures shall be turned off immediately upon detection and reported to the City Representative for repair by City
3. Clogged or stopped-up valves or drains shall be unclogged by the Contractor, and immediately reported to the City Representative.
4. Drinking fountain on/off valves shall be tested daily to insure that normal operation and water pressure is available for drinking, and immediately report any pressure problems to City Representative.

M. LITTER CONTROL:

1. Contractor shall provide litter removal services on a daily basis. This shall include, but not limited to, the removal of litter, paper, rocks, glass, trash, leaves, fallen tree branches, and other miscellaneous debris. Litter removal shall be completed daily in all park areas including, but not limited to, hardscape surfaces, developed and undeveloped areas, walkways, parking lots, roadways, along fence lines, landscape areas, steps, planters, drains, catch basins, parking lots, turf areas, playgrounds and all slopes, from the toe-of-slope to the top-of-slope.
2. Contractor is responsible for recycling. All green waste cuttings, weeds, leaves, and other yard wastes as defined in the Moorpark Municipal Code, shall be delivered to the Moorpark Public Services Facility and disposed of in the proper recycling bin. Under no circumstance shall Contractor dispose of any refuse, recyclables, or green waste that was

not generate from the performance of this Contract in City supplied solid waste containers or bins.

3. Litter pickup shall be completed as early in the day as possible, but in no event later than 10:00 a.m.
4. Litter picked up on site shall be placed in City supplied refuse bins and not in public use trash containers.

N. TRASH AND RECYCLING RECEPTACLES

1. Trash and recycling receptacles in City parks, shall be emptied when they are at 50 percent full, but no less than weekly. Liners shall be provided by the contractor and replaced no less than weekly. Liners shall be black in color and 1.5 mill or better to contain trash without tearing. Trash receptacles liners shall be placed in appropriate trash bins. Recycle material shall be removed from the liner and placed in appropriate recycling bin. The liner shall be placed in appropriate trash bin.
2. Park trash and recycling receptacles shall be cleaned as needed or as requested by the City Representative, but no less than monthly.

O. TRASH, RECYCLING AND GREEN WASTE BINS

1. A designated trash, recycling and green waste bin will be provided by City, and located at locations determined by the City.
2. Contractor shall not dispose of any solid waste refuse, recyclables or green waste in bins provided by the City that is not generated as part of this Contract.
3. When provided by the City, waste and recycling bins shall be stored in enclosures. Contractor shall be responsible for cleaning trash bin enclosures of all trash and remove accumulated debris to provide a surface that is clean of foreign matter, green waste, and food spills on a daily basis. By the end of each work day, the trash bin enclosure gates shall be closed and locked.

P. HARDSCAPE SURFACES

1. All hardscape surfaces, such as sidewalks, steps, walkways, ramps, curb and gutters, access roads, parking lots and walls adjacent to or within City Parks, shall be kept clear of dirt, mud, trash, leaves, weeds and any other substances or miscellaneous debris which are either unsightly or unsafe.

2. The Contractor shall be responsible for weekly sweeping or blowing of hardscape surfaces, parking lots, access roads and walkways adjacent to all park areas.

Q. PICNIC AREAS:

Daily Maintenance

1. Picnic tables, benches, concrete slabs, and trash containers shall be cleaned and sanitized.
2. Vandalism and damage observed to picnic tables, benches, concrete slabs, and trash containers shall be immediately reported to the City Representative upon detection.
3. Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities shall be removed daily. Contractor shall ensure that burned charcoal and ashes are cool and safe to dispose of in refuse bins.
4. The entire picnic area, shall be kept free of broken glass, cans, paper, leaves and litter.
5. Empty all trash containers. Contractor shall supply all trash receptacles with 1.5 mill or better liners at own expense.
6. Remove all tacks, tape, staples, strings, balloons, banners, etc., and other objects adhered to tables, benches, shelters, restrooms, and other picnic amenities.

R. SAND PLAY AREAS / PLAYGROUND EQUIPMENT:

1. All playground sites and equipment shall be inspected at the start of each business day and before 8:00 a.m. Monday through Friday. Any signs of vandalism, damage, graffiti or potentially hazardous condition observed by Contractor shall be immediately reported to City Representative.
2. The entire area shall be cleaned and neatly groomed daily; sand and play areas installed with engineered wood fiber (EWF) shall be raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All play areas shall be maintained free of weeds, leaves, litter, cans, broken glass, and other harmful and unsightly debris.

3. Special attention shall be made to low and "dished out" areas around play equipment and entry locations. These sand (or EWF) areas shall be leveled by providing equal distribution from high areas to low areas.
4. During the leveling and distribution of sand (or EWF), contractor shall insure that concrete footings are not exposed. Each footing shall be covered to provide minimum of 12" cover.
5. During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
6. Contractor shall report low sand or EWF and sand compaction immediately to the City Representative. The City shall provide additional sand or EWF as needed.
7. Rubber resilient surfaces (rubber matting) shall be cleaned with a leaf blower daily to remove sand, silt and other debris. Any cracks, tears, rips or holes shall be reported immediately to the City Representative upon detection.
8. 14 days prior to the end of the 12 month maintenance period, contractor shall replenish EWF to a minimum 12" depth. Contractor shall provide a sample EWF for City review and approval prior to installation, including relevant ASTM certification for playgrounds.

S. GRAFFITI

1. Contractor shall inspect all parks for graffiti on a daily basis. Contractor shall immediately report all graffiti upon detection to City Representative. The City Representative shall determine if graffiti requires photographing and/or a police report prior to removal. The Contractor shall be responsible for removing graffiti that can be removed using a solvent specifically formulated for graffiti removal and approved for such use by the City within two (2) hours of detection. If graffiti cannot be removed with said solvent, Contractor shall immediately notify City Representative. The City shall be responsible for removal of graffiti that cannot be removed by the City approved solvent. Special attention shall be given to the following areas upon the Contractor's first arrival to the designated work site:
 - a. Park monument sign.
 - b. Facility signage, such as parking and rule signs.
 - c. Picnic areas, gazebos, patios, tables, and benches.
 - e. Playground equipment.

- f. Drinking fountains.
 - i. Concrete walkways and parking lots.
 - k. Curb and gutters.
 - l. Fences and block walls.
 - n. Trash/recycling receptacles.
2. All materials and processes used in graffiti eradication shall not damage surfaces or areas adjacent to the graffiti abatement area. All graffiti removal solvents shall be approved by the City and shall meet CAL-O.S.H.A. requirements.
 3. Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces, such as picnic tables, trash/recycling receptacles and park monument signs. Such surfaces shall not be painted. Contractor shall use materials, and methods of application, as provided and approved by City.
 4. Contractor is not required to sandblast or paint graffiti.
 5. Contractor shall clean spills, spatters, and runs from removal operations as a part of each operation.

EXHIBIT C

CITY OF MOORPARK CONTRACTOR WEEKLY INSPECTION REPORT

Contractor: _____

Month _____

Park Name: _____

Inspector: _____
inspection.

Retain document for 3 years after

Area Inspected		WEEK				DEFICIENCY Yes (Y) or No (N)	Description/See detailed report below
		1	2	3	4		
A. Landscape							
1	Damages – Traffic Accident, Vandalism, Theft, etc.						
2	Mowing, edging, trimming has been completed						
3	Trees and shrubs have been maintained, planters weeded						
4	Shrubs, turf or tree replacement needed						
5	Turf areas are weed free (herbicide applicator scheduled?) provide						
6	Turf areas inspected for hazards such as holes, mounds, rocks, glass and other debris and removed daily (list hazards removed)						
B. Trees							
1	12" tree wells have been maintained						
2	No sucker growth or low limb obstructions						
3	Tree supports and stakes are secure						
4	Tree contractor (WCA) services are required						
C. Irrigation							
1	Sprinkler system operating correctly						
2	Irrigation heads operating correctly						
3	Damaged to irrigation components						
4	Excessive wet areas, run-off, over-spray Areas						
5	Dry, brown or dead areas						
6	Irrigation controller time and water days correct						
7	Controller & backflow working correctly.						
8	Controller adjusted for inclement weather						
D. Traffic Control							

1	Required traffic control devices in-place																			
2	Encroachment permit at site and posted in vehicle																			
E. Hardscape																				
1	Damage or hazards in sidewalks, curb, gutters, parking lots or picnic areas																			
2	Swales and drains clean																			
3	Litter & debris removed daily																			
F. Fertilization																				
1	Grass: Forecasted Application Date																			
2	Shrub: Forecasted Application Date																			
G. Pesticide																				
1	Notification submitted to City: Weed Control Application																			
2	Notification submitted to City: Rodent / Disease / Insect Applications																			
H. Lighting																				
1	Lights Burned OUT / Staying ON / Vandalized etc.																			
I. Graffiti																				
1	Identify location & log time																			
J. Playgrounds																				
1	Vandalism, damage, graffiti, or hazardous conditions identified																			
2	Play surface: Cleaned, raked to 5" depth min. and neatly groomed daily																			
3	Low spots and areas under ladders, climbers, slides, etc. leveled daily																			
4	Rubberized surface swept and clean of debris daily.																			
K. Picnic Areas																				
1	Tables, hardscape are cleaned, free of debris and sanitized daily																			
2	BBQ's removed of coal, trash, debris daily																			
L. Trash and Recycling Receptacles																				
1	Emptied 50% full or weekly																			
2	Cleaned																			

EXHIBIT D

CITY OF MOORPARK CONTRACTOR'S WEEKLY IRRIGATION INSPECTION REPORT

Contractor: _____

Date: _____

Park Name: _____

Controller: _____

Inspector: _____

IRRIGATION INSPECTION

Station Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
OK																					
Broken Head																					
Plugged Head																					
Adjust Head																					
Broker Lateral																					
Solenoid																					
Valve																					
Other																					

PLANT MATERIAL INSPECTION

Good																					
Fair																					
Turf too wet																					
Stressed Turf																					

IRRIGATION INSPECTION

Station Number	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	
OK																					
Broken Head																					
Plugged Head																					
Adjust Head																					
Broker Lateral																					
Solenoid																					
Valve																					
Other																					

PLANT MATERIAL INSPECTION

Good																					
Fair																					
Turf too wet																					
Stressed Turf																					

EXHIBIT E

CITY OF MOORPARK CONTRACTOR'S INTENT TO SPRAY RESTRICTED/NON-RESTRICTED MATERIALS

Contractor (Permittee): _____ Date: _____

Park Name: _____

Location: _____

Proposed date (s) of application: _____

Number of acres to be treated: _____

Type of equipment to be used: _____

Target pest(s): _____

Dilution Rate: _____ Applicator(s) Name(s): _____

Registration No.: _____ License No.: _____

Ingredient(s): _____

Antidote: _____

Active: _____

Inert: _____

Environmental:

Re-entry after spraying: _____
(hours/minutes)

Criteria/Reason/notifications: _____

North

Identify Location of Adjacent Schools, Dwellings, Etc.
East

West Treatment Area

South

Submitted By: _____

Date: _____

ATTACHMENT 1
APPENDIX – 2
CITY OF MOORPARK
SWPPP FORM FOR DEMOLITION

City of Moorpark Stormwater Pollution Control Plan

Less Than One Acre*

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

Project is (circle one): Public¹ Private

Project Name: _____
Project Number: _____

Project Location: _____
Capital Improvement Project No.:² _____

Project Contractor Responsible for
SWPCP Implementation: _____
Name/Phone Number

Construction Start Date: _____
Construction Completion Date: _____

SWPCP Prepared by:
Name and Title: _____
Company Name: _____
Phone Number _____
Date: _____

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

One Acre equals 43,560 square feet.

¹ Public refers to the City of Moorpark, not other public agencies.

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

REQUIREMENTS FOR A STORMWATER POLLUTION CONTROL PLAN

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

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

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

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

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

STORMWATER POLLUTION CONTROL PLAN

Definitions:

- SWPCP- Stormwater Pollution Control Plan
- BMP - Best Management Practice

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

Responsible Party Information

Project Owner/Developer: _____
Mailing Address: _____
City: _____
State: _____
Zip: _____
Phone: _____

Contractor Information

Contractor : _____
Mailing Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Contractor's Authorized
Representative: _____
Phone: _____

Estimated Construction Start Date: _____
Estimated Construction Completion
Date: _____

Site Map Requirements

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

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

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

Inventory of Contractor's Activities and Special Conditions

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

Attach sheets if additional space is required.

Stormwater Pollution Control Plan for Projects Under One Acre

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Monitoring, Inspection, and Maintenance Requirements

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

Best Management Practices - BMPs

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

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

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

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

CERTIFICATION

Contractor

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

Name: _____ Title: _____

Signature: _____ Date: _____

Owner/Developer:

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

Name: _____ Title: _____

Signature: _____ Date: _____

REVIEWED BY CITY:

Name: _____ Title: _____

Signature: _____ Date: _____

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

Stormwater Pollution Control Plan for Projects Under One Acre

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ATTACHMENT 1 TO SWPCP CONSTRUCTION SITE INSPECTION CHECKLIST

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

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

DATE OF INSPECTION: _____

Project Name: _____ **Contractor:** _____

Weather Conditions during inspection: _____

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

Comments: _____

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

Inspector Signature

Contractor Signature

Stormwater Pollution Control Plan for Projects Under One Acre

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

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

Stormwater Management Training Log

Project Name: _____

Project Number/Location: _____

Stormwater Management Topic: (check as appropriate)

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

Specific Training Objective: _____

Location: _____ Date: _____

Instructor: _____ Telephone: _____

Course Length (hours): _____

Attendee Roster (attach additional forms if necessary)

Name	Company	Phone

COMMENTS:

ATTACHMENT 3 TO SWPCP ROADWAY PAVING OR REPAVING OPERATIONS

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

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

ATTACHMENT 2

RESOLUTION NO. 2014-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/2015 BUDGET BY APPROPRIATING \$40,000 FROM THE ENDOWMENT FUND (2800) TO COVER CITY STAFF COSTS ASSOCIATED WITH THE WALNUT ACRES PARK PROJECT

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2014/15, which includes \$238,883 appropriations for CIP 5081; and

WHEREAS, based on staff analysis of the estimated expenditures for Fiscal Year 2013/14, the adjusted budget for CIP 5081 would be approximately \$547,298. The estimated available amount for park construction is about \$359,891; and

WHEREAS, on September 17, 2014, the City Council awarded the bid for construction of the park site at 161 Second Street (Walnut Acres Park) to Malibu Pacific Tennis Courts, Inc. for \$408,000 plus a 10% contingency of \$40,800 for a total construction budget of \$448,800; and

WHEREAS, an additional appropriation of \$40,000 from the Endowment Fund (2800) is needed to fund City staff time costs to be charged to the park project; and

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

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

SECTION 1. An aggregate budget amendment of \$40,000 from the Endowment Fund (2800) is needed to fund City staff time costs to be charged to the project, as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED AND ADOPTED this 17th day of September, 2014

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR

Endowment Fund (2800) to fund City Staff time costs for the construction of the park site at 161 Second Street
(Walnut Acres Park) (CIP #5081)
2014/15

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Endowment Fund	2800-5500	\$ 40,000.00
Total		\$ 40,000.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget*	Revision	Amended Budget
1000.2410.5081.9611	\$ 2,933.00	\$ -	\$ 2,933.00
2400.2410.5081.9613	\$ 5,000.00	\$ -	\$ 5,000.00
2800.2410.5081.9820	\$ -	\$ 40,000.00	\$ 40,000.00
2800.2410.5081.9601	\$ 20,635.00	\$ -	\$ 20,635.00
9103.2411.5081.9613**	\$ 382,641.00		\$ 382,641.00
9103.2411.5081.9631	\$ 81,250.00	\$ -	\$ 81,250.00
9104.2411.5081.9613**	\$ 7,389.00		\$ 7,389.00
9104.2411.5081.9625	\$ 23,590.00	\$ -	\$ 23,590.00
9104.2411.5081.9633	\$ 135,250.00	\$ -	\$ 135,250.00
Total	\$ 658,688.00	\$ 40,000.00	\$ 698,688.00

Approved as to Form: 

ATTACHMENT 3

RESOLUTION NO. SA - 2014-_____

A RESOLUTION OF SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2014/2015 BUDGET BY APPROPRIATING \$104,000 FROM SUCCESSOR AGENCY RDA 2001 TAX ALLOCATION BOND (TAB) FUND (9103), \$7,389 FROM THE 2006 TAX ALLOCATION BOND (TAB) FUND (9104) TO FUND THE CONSTRUCTION OF THE PARK SITE AT 161 SECOND STREET (WALNUT ACRES PARK) (CIP 5081)

WHEREAS, on March 25, 2013 pursuant to the Health and Safety Code Section 34179.7 the California Department of Finance (DOF) granted the Finding of Completion to the Successor Agency of the Redevelopment Agency of the City of Moorpark, which allowed the successor agency to utilize bond proceeds issued prior to January 1, 2011 in a manner consistent with the original bond covenants; and

WHEREAS, on April 15, 2014 the Oversight Board of the Successor Agency of the Redevelopment Agency of the City of Moorpark received and filed the California DOF approval letter relating to the Recognized Obligation Payment Schedule for the period July through December 2014 (ROPS 14-15A), which includes a provision of \$550,945 from the bond proceeds for the improvements at 161 Second Street; and

WHEREAS, on June 18, 2014, the City of Moorpark adopted the Operating and Capital Improvement budget for Fiscal Year 2014/15, which includes \$238,883 appropriations for CIP 5081; and

WHEREAS, based on staff analysis of the estimated expenditures for Fiscal Year 2013/14, the adjusted budget for CIP 5081 would be approximately \$547,298. The estimated available amount for park construction is about \$359,891; and

WHEREAS, on September 17, 2014, the City Council awarded the bid for construction of the park site at 161 Second Street (Walnut Acres Park) to Malibu Pacific Tennis Courts, Inc. for \$408,000 plus a 10% contingency of \$40,800 for a total construction budget of \$448,800; and

WHEREAS, an aggregate appropriation increase of \$111,389 is requested to fully fund the construction of the park project - \$104,000 from the Successor Agency RDA 2001 TAB Fund (9103) and \$7,389 from the 2006 TAB Fund (9104); and

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

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. An aggregate budget amendment of \$111,389 from to complete the construction of the Walnut Acres Park Project the Successor Agency RDA 2001 TAB Fund (9103) and from the 2006 TAB Fund (9104) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

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

PASSED AND ADOPTED this 17th day of September, 2014

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, Agency Secretary

Exhibit A – Budget Amendment

EXHIBIT A

BUDGET AMENDMENT FOR

Successor Agency RDA 2001 TAB Fund (9103), Successor Agency RDA 2006 TAB Fund (9104) to fully fund the construction of the park site at 161 Second Street (Walnut Acres Park) (CIP #5081)
2014/15

FUND ALLOCATION FROM:

Fund	Account Number	Amount
Successor Agency RDA 2001 TAB Fund	9103-5500	\$ 104,000.00
Successor Agency RDA 2006 TAB Fund	9104-5500	\$ 7,389.00
Total		\$ 111,389.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	Current Budget*	Revision	Amended Budget
1000.2410.5081.9611	\$ 2,933.00	\$ -	\$ 2,933.00
2400.2410.5081.9613	\$ 5,000.00	\$ -	\$ 5,000.00
2800.2410.5081.9820	\$ -		\$ -
2800.2410.5081.9601	\$ 20,635.00	\$ -	\$ 20,635.00
9103.2411.5081.9613	\$ 278,641.00	\$ 104,000.00	\$ 382,641.00
9103.2411.5081.9631	\$ 81,250.00	\$ -	\$ 81,250.00
9104.2411.5081.9613	\$ -	\$ 7,389.00	\$ 7,389.00
9104.2411.5081.9625	\$ 23,590.00	\$ -	\$ 23,590.00
9104.2411.5081.9633	\$ 135,250.00	\$ -	\$ 135,250.00
Total	\$ 547,299.00	\$ 111,389.00	\$ 658,688.00

Approved as to Form: 